

1904-057 Chancery Causes: H. C. T. Richmond vs. S. Bailey & Co]
Lee Co. Hattie A. Fulkerson & Co vs. S. Bailey & Co]

Bailey, Shepperson, Fulkerson, Rose, Stanley, Thompson, Ely

CA-Debt

T-Property
Business

Additional Information:
Lumber business

Oversize Box 1 :
- 1 Plat

To the Hon. W. T. Miller, Judge of the Circuit Court of Lee County, Virginia.-

Your orator, H. C. T. Richmond, who humbly complaining would respectfully represent that on the 23rd day of May, 1895, he entered into a written Contract with S. Bailey and W. T. Shepperson, lumbermen doing business under the firm name and style of S. Bailey & Co., of Danville, Penn.

Whereby your orator leased to said S. Bailey & Co. land necessary for a saw-mill site and lumber yard, about two acres, at Ewing, Lee County, Virginia, in a field of your orator's, then planted in oats, North of the L. & N. R. R. right of way and adjoining the same, and the lines were then bid out and marked by a fence afterwards to be built by your orator.

For this lumber yard and saw-mill set, the said S. Bailey & Co. were to pay your orator Fifty Dollars for the first year after the date of said Contract, and Ten Dollars per year for each succeeding year they occupied it after that. They were to remove and not allow saw dust to accumulate upon said land, and, when done using the same, to remove saw logs, saw dust, and rubbish from the same, and leave the land in as good condition as it was when they began work upon it.

All the stipulations, conditions and agreements are fully set out in said Contract, and the same is here filed, marked "Contract", and is prayed to be considered as part hereof.

On this Contract the said S. Bailey & Co. paid \$50.00, May 1895, and \$10.00 April 20th, 1896,- the residue falling

(2)

due under said Contract is unpaid and now due your orator.

Your orator would further state that said S. Bailey & Co. have never given up and restored to your orator said piece of land, although they have long since abandoned their lumber business at Ewing, and no longer use the same for a saw yard and saw mill set, but they have upon it some logs and lumber, cull and abandoned refuse stuff from their mill; they neglect and refuse to pay the rents due thereon, now nearly two years; they have hauled and dragged logs over the same, driven wagons and carts over the same; have allowed to be and have cut the land into deep washes and gullies; thrown saw dust, bark and logs over it and left them upon it, and thus have damaged your orator, at the very least, ~~\$800.00~~ ^{\$200.00}. The land was very fine land, a part of his farm, and it is now worthless, with all this rubbish upon it. Your orator has therefore suffered at least ~~\$800.00~~ ^{\$200.00} damages, by the said S. Bailey & Co's failure to keep and perform their Contract.

The said S. Bailey and W. T. Shepperson are non-residents of the State of Virginia, never having lived ~~therein~~, but they have estate due and belonging to them in the said County of Lee and State of Virginia:

They own a boundary of timber near Ewing in said County, known as the timber purchased by S.

Bailey from A. P. Willitts, situated on Cumberland Mountain, *a copy of which and will be filed herewith as part hereof.* in said County; they have a rail road switch, track and irons at Ewing in said County, and they have at the same place a saw mill, engine, boiler, and fixtures. The timber and rail

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road switch are of little value, and the engine and saw mill are greatly worn and much used.

The object of this Bill is to have said property attached, held liable for, and sold to satisfy your orator's claim.

To effect which, he prays that S. Bailey and W. T. Shep-
person, lumbermen trading and doing business under the firm
name and style of S. Bailey & Co., be made parties hereto, ~~and~~
and that they answer the same, but they need not do so upon
oath, that being waived. And that said property be attached
and held liable for your orator's said claim, and, on a hear-
ing, a decree be rendered directing a sale thereof, and the
payment of your orator's claim. And for all other further
and general relief.

May the Commonwealth supa issue, &c.

*Prilemoro Hewell
for plff.*

This agreement, made and entered
into this Twenty Third day of May 1895,
between H. C. T. Richmond, of Lee Co. Va.,
of the first part, and S. Bailey and
W. J. Shepperson, trading as S. Bailey & Co.
of Danville Pa. of the second part,
Witnesseth, That for the consideration
hereinafter mentioned; The party of
the first part hereby leases to the
party of the second part ^{for their use} land
necessary for a mill site and
lumber yard, being about two acres,
in the field now planted with oats
and north of the L. & N. R. R. right of
way at Ewing station and joining
said right of way, and to extend
out into said field to lines agreed upon
and to be marked by a fence to be
built by said H. C. T. Richmond, ^{good sufficient stock guard to be erected by party of second part} the
western boundary being the line between
said H. C. T. Richmond and Hattie
A. Fulkerson. Except the Roadway

along

As rental for said land the party
of the second part agree to pay said
party of the first part the sum of
Fifty Dollars for the first year they
occupy it, and Ten Dollars per year
for each succeeding year they occupy it.

Second party also agree not to unnecessarily spread saw dust over the ^{and will remove saw dust, so as it is not to} ^{accumulate on said land} ground, and to remove logs and rubbish when they are done with the land and leave the land in ⁱⁿ good condition as when first rented. In witness whereof we hereunto set our hands the day and year first above mentioned.

H. C. T. Richmond
S. P. Ainsworth

Richmond
agreement
S. P. Ainsworth & Co

1895-
May By Ch \$2000
1896
Oct 20 " " 10.00

Rent & damages
at least \$250.00

they have saw mill
rail road built a
400 or 500 feet into
the wood yard
for trees, a lot of
standing on, without
paid 778 acres -

Top

H. C. T. Richmond

Bill Chy.

J. Bailey & Co

Deffo Costs

Clerk	11.23
Jury	1.50
Sheriff	1.50
Atty	15.00
Printer	5.00
Co Clerk	25
Estimated	5.00
	<u>\$39.48</u>
Wits	3.72
	<u>\$43.20</u>
	<u>39.48</u>
	<u>\$4.72</u>

1897 2 Decr rules attached
Served & O.P.

1898 1st January rules Contd
for Order of Pub

" 2 January rules Contd
for O.P.

" 1st February rules O.P.
Complete & Cause set for
hearing.

da

Handwritten mark

Handwritten mark

To the Hon. W. T. Miller, Judge of the Circuit Court of
Lee County, Virginia.-

Your Complainant, H. C. T. Richmond
and Hattie A. Fulkerson, would respectfully represent that on
the 20th day of April, 1895, they entered ^{into} a written Contract
with S. Bailey and W. T. Shepperson, lumbermen, doing business
under the firm style and name of S. Bailey & Co, whereby your
Complainants, who were then, and are now adjacent landowners,
were to allow the said S. Bailey & Co. to have a right of way
for a Dummy rail road track through and over their said lands,
situated near Ewing, Lee County, Virginia, to extend to their
North line, adjoining which said S. Bailey & Co. owned a
boundary of timber, which they had purchased from one A. P.
Willitts; this track for the said Dummy was to be used to
haul their timber to their saw mill at Ewing, where the same
was to be cut into boards. For this right of way the said
Company bound themselves to pay your Complainants One Hundred
Dollars for the period of one year from the date of said Con-
tract, and Fifty Dollars for each succeeding year that the
parties of the first part, the said Company, may operate said
Dummy line. The payments to be made: Fifty Dollars to be
paid upon the signing of the papers, and the remaining Fifty
Dollars of the first year's lease at the expiration of six
months from the date of said Contract:-Payment for the suc-
ceeding years to be paid at the beginning of each year, which
would be April 20th of each year.

And said Contract specified the beginning point and the
line to be occupied, and provided for cattle guards, &c., &c.

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And when the said S. Bailey & Co. ceased to use said right of way and dummy line track, then the same fell back to and became the property of your Complainants, and the said S. Bailey & Co. were to remove all obstructions that they placed thereon on said lands of your Complainants, by reason of construction of said track, immediately after the completion of their said work, and were to turn over to the parties of the second part, your Complainants, said lands on which said track was, in as good condition as they found it in the beginning of the construction of said Dummy track.

The exact conditions and amounts to be paid are set out in said Contract, signed by said firm of S. Bailey & Co. and by your Complainants, and the same is here filed as part hereof, and marked "Contract", and the same is prayed to be considered as part hereof.

On this Contract, the said S. Bailey & Co. paid \$50.00, April, 1895; \$50.00, October, 1895; and April 20th, 1896, \$50.00. No other payments have been made, and the residue falling due under said Contract is still due and owing your Complainants.

The said S. Bailey & Co. has never turned over said Dummy track, but they ceased to operate the same ~~about~~ ²² June 15th, 1897 ~~or July 15th~~ of that year. They therefore occupied and used the same for about two years and three months, that is, they held the said track from your Complainants about that time. They would therefore owe on that about \$63.00.

(3)

But when they ceased work and removed their irons and fixtures, they did not remove any obstructions that they had put upon said lands, but left it as they had used it. They cut, dug, filled with logs, stone and rocks many places of said track, and left said land in a much worse condition than they found it. These obstructions will have to be removed before your Complainants can enjoy the profit on said land, and it will cost them ~~\$100.00~~ ⁸⁰⁰ or probably ~~\$250.00~~ to put said land in as good condition as it was when they began work on said land. Your Complainants have therefore suffered ~~\$100.00~~ ⁸⁰⁰ damages by the said S. Bailey & Co.'s failure to comply with this Contract in this particular.

The said S. Bailey and W. T. Shepperson were at the time, and have ever since been non-residents of the State of Virginia, and residents of the State of Pennsylvania, but they have the timber before alluded to, situated near Ewing, Lee County Virginia, - fully shown by a Contract of purchase of S. Bailey from A. P. Willitts, herewith filed as part hereof; they are the owners of a switch rail road track at Ewing, in the said County and State. And they now have at the same place an engine and boiler and a saw mill and fixtures.

The object of this Bill therefore is to have said property attached and held liable for, and sold to pay their said claim.

To affect which they pray that S. Bailey and W. T. Shepperson, lumbermen trading under the firm name and style of S. Bailey & Co., be made parties defendant hereto, that they

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answer the same, but not upon oath, that being waived, and that said property be attached, held liable, and sold for the payment of the same.

And for all other further anf general relief. May the Commonwealth supa issue, &c.

*Pridemore & Sewell
for complainant.*

This agreement made and entered into, this the 20th day of April 1895, by and between S. Bailey and W. J. Shepperson - Lumber dealers, of the County of Montour, State of Pennsylvania - doing business under the firm-name of S. Bailey & Co., of the first part, And H. C. J. Richmond and Hattie A. Fulkerson of the Co. of Lee, State of Virginia of the second part. Witnesseth :- That the said parties of the first part, for and in consideration of a Right-of-way through the lands of the parties of the second part for a Dummy Track to their North line of timber tract agree and bind themselves to pay to the parties of the second part the sum of one hundred Dollars (\$100.) for the period of one year from the date above, and fifty dollars for each succeeding year that the parties of the first part may operate said Dummy line. Payments to be made as follows: Fifty Dollars (\$50.) to be paid upon the signing of these papers and the remaining fifty (50) Dollars of the first years lease at the expiration of six (6) months from the above date; payments for succeeding years that parties of the first part may operate said Dummy line, shall be made at the beginning thereof.

For the aforesaid Consideration the said parties of the first part may construct said Dummy track from a point at or near Ewing depot

on the Louisville & Nashville Rail-Road, along and close to the fence, beginning on Richmonds side and to run parallel with said line fence between the said H. C. J. Richmond and Hattie S. Furkerson, to a point as far distant as the new Cross-fence of said Richmond, then to cross over on said Furkerson's land and run with a wagon road now ^{on} said land, to North or back line of said Furkerson. It is further agreed and understood between the parties to this Contract, that the parties of the first part are to have no further privileges or uses of the lands of the parties of the second part than the Right-of-way as aforesaid for one Dummy line and necessary branches - said branches to be constructed at or near said North line. Said Right-of-way shall be used only for the execution of the business of the parties of the first part. The parties of the first part shall construct suitable Stock-guards at points where the said track passes through any fence on lands of parties of the second part, and after the parties of the first part shall have finished their work for which said track is to be constructed, then the said Right-of-way becomes the sole property of the parties of the second part and the parties of the first part are to remove

and clear away all obstructions that may be placed on said lands by reason of said track and the use of said lands immediately after they shall have finished their work, and are to turn over to the parties of the second part, in as good condition as they find it at the beginning of construction of said dummy line. It is further agreed and understood by the parties to this contract that the lands mentioned as the land of Hattie A. Fulkerson was sold and confirmed by the Circuit Court of Lee County at its March term, and was bought by Louisville and Nashville Railroad Co. through its Supt. or other person, and turned over to the said Hattie A. Fulkerson. Now if from any cause the said Hattie A. Fulkerson should lose possession or control of said land she shall not be held for damages or in any way responsible by reason of her having contracted said Right-of-way. In which event, however, the said Hattie A. Fulkerson shall refund to said parties of first part the unearned portion of her part of said land.

Signed & sealed
H. C. T. Richmond
Hattie A. Fulkerson

Richman & Sullivan
agreement
S. Bailey & Co

Apr 95 By check \$50.00
Oct 95 " " 50.00
Apr 20 96 " " 50.00

1526
1463
50
5-13

Damage to land
& fence & nat. res.
men \$1000.00

Exhibit
"Contract"

Puffs Costs

Clerk 11.23
 Tax 1.50
 Shoff 1.50
 atty 15.00
 Printer 5.00
 C.C. 25-
 Estimated 5.00
\$39.48

36.0

82.68

442.68

Commission 18.57

1442.68

\$461.25

P.S.

Hattie A. Fulkerson et al.

vs Bill Chy.

J. Bailey Deco

1897. 2nd December rules
 attachment executed
 and Order of Pub

1898 1st Jan'y rules Contd for
 Order Pub

" 2nd Jan'y rules Contd
 for Order Pub

" Feb'y rules Ord Pub
 Complete & Cause set
 for hearing.

Virginia:-To the Hon. W. T. Miller Judge of the ~~#####~~ Circuit Court of Lee County.

The demurrer and answer of S. Bailey and W. T. Shepperson, lumbermen doing business under the firm ,style and name of S. Bailey and Co.,to a bill filed against them in ~~this~~ honorable Court by H. C. T. Richmond. For demur thereto these respondents say that said bill is not sufficient in law. But should any other or further answer be necessary, answering# they say , that it is true that on the 23rd day of May 1895, they leas-
-ed from complainants a lot of land near Ewing Va.,for a saw mill site and lumber yard. And it is true that respondents were to pay \$50.00 for the use of said lot the 1st year and \$10.00 per year for each succeeding year thereafter that they used the same, and it was for the use of said lot for the purposes aforesaid that the said sums of money were paid and to be paid. And your respondents aver that they have fully paid *amount they were to pay for the use of* the ~~rent upon~~ said lot for the time they occupied the same, except the last year, and for this year they tendered to said Richmond the amount due him, \$10.00, but he refused to receive the same. Respondents deny that they have injured said lot of land any more than was necessary in using the same under their said contract, and which they had a right to do under said contract, and for which they have fully paid the plaintiff *except as above stated.* They have necessarily hauled and draged logs and driven wagons over the same,all of which they had a right to do under their contract, and they have not unnecessarily spread saw dust over the ground, but only as necessary, and as they had a right to do.

The contract filed with plaintiffs bill as it now is, is not the contract entered into between the parties. It has been interlined since its

execution, and without the interlineations the paper filed would show *four respondents file herewith as part herof marked "Contract" a correct duplicate of the Contract entered into.* the contract, as originally entered into. Your respondents have long since ceased to occupy said lot of land, and they deny that they owe the plaintiff any thing upon the rent of said land except the ten dollars tendered as above stated, and they aver that they have fully complied with their contract, and they deny that the plaintiff is entitled to recover any damages whatever against them on account of the misuse of said lot or otherwise, ~~or~~ for any noncompliance whatever, upon their part, with the contract they entered into with said plaintiff.

And now having fully answered they pray to be hence dismissed with their

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~~dismissed with their~~ reasonable costs.

G. W. Saulsberry.
Orr & Blankenship.
Buttitt & Kelly.
for Respondents.

ORIGINAL FILED IN THIS RECORDING COPY.

(2)

S. Bailey & Co.

add. Suit

A. C. Richmond.

Filed in open Court and
by leave thereof June
18th 1898

A. B. Munsey Clerk

(1)

Virginia:--To the Hon. W. T. Miller Judge of the Circuit Court of Lee County.

The demurrer and answer of S. Bailey and W. T. Shepperson, lumbermen doing business under the firm, style and ~~answer~~ name of S. Bailey & Co. to a bill filed in this honorables Court against these respondents, by H. C. T. Richmond and Hattie A. Fulkerson. For demurrer thereto these respondents say that said bill is not sufficient in law.

But should any other or further answer be necessary, answering they say, that it is true that on the 20th day of April 1895, they purchased from the complainants a right of way, over their lands near Ewing Va., for a dummy rail road, over which to convey logs to their saw mill at said place, and the terms of their contract with complainants are fully set forth in the contract exhibited with complainants bill.

But it is not true that respondents owe complainants \$63.00 or any other sum on said contract, but upon the contrary they have paid them every cent they were to pay, under said contract, for the said right of way, and for the construction and operation of the same.

And they deny that they damaged the lands of complainants in the construction and operation of said Dummy line ^{any} ~~no~~ more than was actually necessary, and they had a right to do, in the said construction and operation of said Dummy line, and for which they have fully paid complainants under their said contract, and they deny that the land over which said Dummy line passed, is in any worse condition now than it was before said line was constructed, except so far as the same was cut, or filled, or ditched necessarily in said construction, and ~~for~~ which your respondents had a right to do under their said contract, and for which they have fully paid complainants. And your respondents deny that complainants are entitled to recover from them in this action, any damages, whatever on account of any Violations of, or failures to perform, said contract, because they say that they have well and truly performed and complied with said contract in every particular, and have long since removed all obstructions they were to remove from said land and have turned over to complainants the said strip of land, which they have ^{since} been using and enjoying, or at least could have been so using and enjoying, at ~~the~~ their pleasure. And now having fully answered they pray to be hence dis-

with their reasonable costs.

G. W. Saulsberry.
Orr & Blankenship } attys
Bullitt & Kelly } Foster & Paul
-ent.

S. Bailey & Co.

advs } And

Richmond & Fulkerson,

Filed in open Court
and by leave thereof
June the 15th 1898

A. B. Munsey Clerk

H.C.T. Richmond - - - - - Plaintiff,
vs. In Chancery.
S. Bailey & Co. - - - - - Defendants
and

Hattie A. Fulkerson et als - - - Plaintiffs
vs. In Chancery
S. Bailey & Co. - - ' - - - 2 - Defendants.

These causes came on this day to be heard upon the papers formerly read therein, and was argued by counsel.

And it appearing to the Court that nothing further remains to be done in said causes it is ordered that they be stricken from the docket.

H. C. T. Richmond

vs.

S. Bailey & Co.

and

Attlee A. Fulkerson et al

vs.

S. Bailey & Co.

Decree Final

En. C. Q. B. No. 7 p. 380

Law
Chy

Enter this decree

H. C. W. Shum

Feb. 15 1904.

H. C. T. Richmond

vs.

S. Bailey & Co
and

Hattie A. Sullivan

vs.

Same

These causes came on again this day to be heard on the papers formerly read and were argued by counsel.

On motion of the plaintiffs in said cause a Rule is awarded against W. P. Weston late Sheriff of Lee County, to show cause if any he can why he has not made report of his proceeds under the decree entered in these causes, on the 11th day of March 1899 and to show cause if any he can why he should not pay to the plaintiffs the sum of twenty five dollars which by said decree aforesaid A. S. Juings Deputy for the said Weston Sheriff was directed to pay to said Plaintiff which rule shall be returnable to the first day of the next term of this court till which time this cause is continued

H. G. T. Richmond

75-

S. Bailey & Co
and

Matthie A. Falkenstein

75-

Same

Entered on ~~CP~~
Nov. P. 573.

Enter this diary

N. A. W. S. L. W.

March 6th 1901

H. C. T. Richmond On the motion of the plaintiff
against these causes are brought on to be heard together
S. Bailey & Co. and the receiver -
Hattie A. Fulkerson et al. These causes
S. Bailey & Co.
Came again this day to be heard upon
the papers formerly read in the
causes, and the verdicts of the jury
this day rendered on the land
side of this Court, ^{which in the first styled cause} ~~was~~ the words
& figures following "we the jury
find for the plaintiff and assess the
damages at \$150.00 which has been
and upon the report of receiver S. E. Thompson filed March 10th 1899
certified to this Court and was
argued by Counsel - An considera-
tion of which and for reasons
appearing to the Court it is adjudged
ordered and decreed that the plaintiff
recover from the defendant the sum
of \$160, one hundred & fifty of which
is for the said verdict and ten dollars
unpaid rent - and the cost of
that suit. ~~And~~ the sheriff of this
County will proceed to sell the prop-
erty levied on in these cases as shown
by his return, and ordered as attached on
~~December 7th 1897~~ that is one saw
mill and fixtures, engine and boiler and
fixtures, the property of S. Bailey & Co., then
situated in Lee County on the lands of C.
A. Bales on Martins Creek, also all the timber
~~situated~~ standing, and lying on, on the lands
in said County of Lee, and State of Virginia
not already sold under the orders of this Court as
set out in receiver Thompsons report

And that the plaintiff recover in the second styled cause
the sum of \$260. The amount of the verdict by the jury
rendered in that cause, and the costs of that suit. And
unless the defendant or some one for them pay the same in
30 days from the rendering of this Court's judgment

damages at \$200

1 on the land, or parcel of land, being all that
2 certain tract or parcel of land, lying in the
3 said County & state between Chadwell &
4 Fulkersons Gaps in Cumberland Mountain
5 beginning at a chestnut on the top of a
6 spur S. E. Corner of M. S. Ball's tract in
7 field line thence S. 88° E. 22 poles to a
8 stake on spur N. 59° E. 408 poles to two
9 chestnuts, by a large rock, N. 64° E. 161 poles
10 to a stake by a large rock in center of
11 spur, line claimed by Bull & Gibson N.
12 22° W. 7 poles to a small black oak, N. $58\frac{1}{2}^{\circ}$
13 W. 17 poles to a poplar, N. 22° W $5\frac{1}{2}$ poles
14 to a small chestnut, N. $42\frac{1}{2}^{\circ}$ W. 19 poles to
15 a large chestnut, N. 23° W. 11 poles to a large
16 poplar, N. 34° W 23 poles to a locust on a
17 steep bench, N. 12° W. 34 poles to the top of
18 the mountain, thence with state line, S. 76°
19 W. 584 poles to a stake corner to M. S. Ball;
20 thence ~~southward~~ with Ball's line 221 poles
21 to the beginning, containing 716 acres, being
22 the timber, or so much thereof as remains
23 as is conveyed to Samuel Bailey by
24 Archelus P. Willits by agreement, dated the
25 31st day of Aug 1894, and recorded in deed
26 book 31 Pages 18 and 19 in County Court
27 clerks office, the property of S. Bailey &c,
28 or so much thereof as may be necessary
29 to pay the terms of this decree. He will
30 sell the same on some Court day, at the
31 front door of the Court house of this County
32 by public outcry, to the highest bidder

on a credit of 6 or 12 months, except the
Costs of suit & sale he will require paid
in hand, and for the residue, he will take
bonds payable to himself, as sheriff with
good personal security.

But before proceeding to sell hereunder
he will advertise the time, terms and
place of sale, by pasting notice thereof
for at least 30 days on the front door
of the Court house of this County and at
two or more public places in this County
one of which shall be in the neighbor-
hood where the land lies; And the re-
ceiver S. E. Thompson, will pay to the
plffs the sum of one hundred dollars re-
ported in his hands for the sale of chiron
timber, after deducting therefrom, his fees
as such receiver & the plff will give the
defendants Credit for any sums thus
paid him and report the amount thereof
to the sheriff before the sale, herein directed
to be made; and deputy sheriff ~~will~~
A. S. Jennings will also pay to the plff
the sum of twenty five dollars re-
turned by him as in his hands and
this sum the plffs will likewise
Credit to the ~~plffs~~ defendants, and give
the sheriff the amount thereof before the
day of sale. The sheriff will make
report to this Court at its next term
of his action under this decree and the
Causes are continued.

H. C. T. Richmond and
H. C. T. Richmond & Hattie A
Fulcher.

2 } Decree for
Sale.

D. Bailey & Co

March 7. 1899

Ex. Co. B. 6 p. 273-
274 + 275-

are money in
taking up court
leave off interest
I have paid both
H. C. T.

Enter this
March 11. 1899

W. J. M.

H. C. J. Richmond

Plaintiff

against

S. Bailey & Co.

Defendants

In Chancery.

This cause came on this day to be heard, upon the bill of the plaintiff, the exhibit therewith, the demurrer and answer of the defendants and exhibit therewith, and the depositions for the plaintiff filed October 22nd 1898, and was argued by Counsel, On consideration thereof said demurrer is overruled. And the Court not being satisfied from the evidence as to the amount of damages which the plaintiff has sustained, doth adjudge, order and decree that an issue be tried at the bar of this Court, by a Jury, to ascertain the difference between the value of the land in the bill mentioned, constituting the saw mill site and lumber yard, as it would be if it had not been occupied for that purpose and its value in its present condition. In other words to ascertain how much said land has been damaged by reason of the defendants occupying and using it, under their Contract with the plaintiff, for a saw mill site and lumber yard.

On the trial of said issue the burden shall be on the plaintiff, and the evidence admitted shall be governed by the same rules as pertain to actions at law. And the cause is continued.

H. C. T. Richmond
vs { Decree No 1.
S. Bailey & Co.

Ca. C. B. 6 p. 200

We the Jury find
for Plaintiff, and
assess the dam-
age at - \$150 00

A. C. Hyatt

Enter this decree.

W J W

Nov 15 1898.

H. C. T. Richmond

Plff.

against
S. Bailey & Co

Defts.

In Chancery.

On motion of the defendants leave is granted them to file their demurrer and answer, and the same was filed, to which the plaintiff replied generally. And the cause came on to be heard upon the exceptions, by the defendants, to the depositions taken by the plaintiff and filed in the cause February 14th 1898, and was argued by Counsel. On consideration thereof it is adjudged, ordered and decreed that said exceptions be sustained, and said depositions suppressed, with leave to the plaintiff to retake said depositions. And ~~an~~ motion of the plaintiff, S. E. Thompson is appointed a receiver in this cause whose duty it is ^{and} to take charge of any poplar ^{or other} timber belonging to the defendants, and in the bill mentioned, that has been severed, and sell the same for the best price obtainable, and report his action to the next term of this Court. Said Thompson before acting as such receiver will execute bond before the Clerk of this Court in the sum of \$100.⁰⁰ ^{Constitution} according to law. And the Cause is continued.

H. C. T. Richmond
vs { Decree to 1.
S. Bailey & Co.

Eu. C. O. B. 6 p. 164.

Enter this decree

M. F. M.

June 16th 1898.

Hattie A Fulkerson et als. Plffs
against
S. Bailey & Co Defts } In chancery.

On motion of the defendants leave is granted them to file their demurrer and answer, and the same was filed, to which the plaintiff replied generally. And the cause came on to be heard upon the exceptions, endorsed by the defendants on the depositions taken by the plaintiffs, and was argued by counsel. On consideration thereof it is adjudged, ordered and decreed that said exceptions be sustained and said depositions suppressed, with leave to retake the same, And an motion of ^{the plaintiff} D. C. Thompson is appointed a receiver in the cause whose duty it is made to take charge of any poplar or other timber belonging to the defendants, and in the bill mentioned that has been severed, and sell the same for the best price obtainable, and report his action to the next term, of this Court. Said Thompson before acting as such receiver will execute bond before the clerk of this Court. in the sum of \$100 ^{or} conditioned according to law. And the cause is continued.

Hattie A Fulkerson
vs { Decree No 1.
S. Bailey & Co.

Ex. C. O. B. No 6 p. 163
+ 164.

Enter this decree
M. J. M.
June 16th 1898.

Virginia

At a Circuit Court Continued and held for
Lee County at The Court-house thereof on March
the 6th 1901.

H. C. T. Richmond

vs

S Bailey & Co

and

Hattie A Fulkerson

vs

Same

This Cause Came on this day to be
heard upon the papers formerly read, and
was argued by Counsel. On motion of
the plaintiffs in said Causes a rule is
awarded against M. P. Weston late Sheriff
of Lee County to Show Cause if any he
can why he has not made report of his
proceedings under the decree entered in
these Causes on the 11th day of March 1899,
and to Show Cause if any he can why
he should not pay to the plaintiffs, the
sum of twenty five dollars, which by
said decree aforesaid N. S. Jennings Deputy
for the said Weston Sheriff was directed
to pay to said plaintiffs, which rule shall
be returnable to the first day of the next
term of this Court, till which time this
Cause is Continued,

A Copy

Teste: A B Munsey Clerk

^{Mileham}
H. L. T. Richards et al
as } copy of Decree
S Bailey & Co

April 8 = 1901

Exhibited by Loring
a copy of the within with
to John Weston a son
of W. P. Weston
for J. R. McDonald
D. S.

Serve copy on
W. P. Weston
for W. J. Mileham
S. L. H.

C. E. Fickerson an other witness of
lawful age being first duly
sworn deposes and says.

Ques 1st

Please state whether
or not you are acquainted
with that part of the farm belonging
to the plaintiff Mrs Fickerson and
also of the farm belonging to Mr Richmond
which the Seimung line Rail Road
track runs for S. Bailey & Co. runs
and did you know it before said
Rail Road track was put there

Ans.

I know the ^{Tracts} and knew them
before the Seimung Track was put on
them I have been acquainted with said
farms for years.

Ques 2nd

Please state how much
if anything it would cost to
remove the cuts, fills - Cattle pits ditches
Stones &c and all other obstructions
if any from said land and put it
in the same condition as was at
the time they began work upon it.

Ans.

It would cost at Court
estimate, Fifteen hundred dollars.

Ques 3rd

Please state the obstacles, Logs.

Cuts-fills. ditches caule pits, stone
and other debris They put upon said
lands and left there by J. Bailey & Co
or any one else in the construction
of said survey line.

Ans.

There is old logs -
Numerous - stone - thrown and strewn
over the land - as well as - ~~the~~ contour
ditches. heavy cuts & fills along the
entire length of the line - and on
Mrs Fulkersons land the cuts & fills
are numerous - ^{and heavy slides and damages occurring daily} ~~heavy~~
Mar. 4th.

Taking the lands as it
was at the time the survey line
was being first put upon it. and
the condition it was left in when
removed what amount of damages
if any has been done to Mrs
Fulkersons farm and ~~what~~ much
to Mr Richmond & to each
seperately

Ans

Mr Fulkerson -
Five hundred dollars
Mr Richmond - Three
hundred dollars. - after going over
the line with J. E. Thompson - E. E. Rose
and William Stanley these surveyors we all
agreed in the lowest estimated damages to
said lands -

Signed -

C. E. Fulkerson

Ques 1st by Plaintiff-

Please state whether or not you are acquainted with that part of the farm belonging to the Plaintiff Mrs. Fullerton and also of the farm belonging to Mr. Richmond - which the dunny line Railroad track used for S. Bailey & Co runs - and did you know it before said Railroad track was put there.

Ans.

I am acquainted with the lands of the parties and knew it before the dunny track was put on it.

Ques 2nd

Please state how much if anything it would cost to remove the cuts - fills cattle pits logs stones and all other obstructions if any from said lands and put it in same condition as was at the time they began work upon it.

Ans -

It could not be done with one thousand dollars.

Ques 3rd

Please state the obstacles - cuts fills cattle pits. ditches logs stones &c They put upon said lands and left there by S. Bailey & Co or any one else in the construction of said dunny line.

Ans.

Fills - Cuts - ~~stone~~ cattle pits - ditches ^{stone} on either side of said track - and heavy ~~Cuts~~

logs &c. on Mr Richmond land.
On Mr Fickensons - almost a
continuation of heavy cuts - felled
ditches - cattle pits - stumps and logs &c.
The cuts & felled pits &c. are giving way
and will continue to damage said
farm until stopped by very expensive
work - Dec 4th

Taking the land as it was at the
time the dummy line was being
first put upon it and the condition
it was left in when removed, what
amount of damages, if any has
been done to Mrs Fickensons land
and how much Richmond State
each separately
Ans.

Mr Fickenson
Sir I hurried and H.C. Richmond
at three hundred dollars when
J. E. Thompson, C. E. Fickensons & William
Stanley - got together after we all
looked over the line and lands
of the parties - I agreed that
the least estimated damage done
to Mr Fickensons land would be
Five hundred and Mr Richmond
Three hundred dollars -
and further this department
saw not
Signed
E. E. Rose

and further this deponent doth not

Signed.

E. E. Rose

The deposition of S. E. Thompson
E. E. Rose C. E. Fullerton and
William Stanley taken before me the
undersigned a Notary Public in
and for Lee County Virginia on
the 12th day of February 1898. at
the Store House of H. C. Richmond
at Ewing Lee County Virginia
pursuant to publication duly made
in the Chancery cause of H. C.
Richmond against D. Bailey & Co
now pending in the Circuit Court
of Lee County Virginia - and which
are intended to be read in behalf
of the said Plaintiff H. C. Richmond

S. E. Thompson a witness
of lawful age. being first
duly sworn deposes and says.
I was first by Plaintiff -
Are you acquainted with the
lot of land near Ewing. accu.
pied at one time by D. Bailey & Co
as and for a saw yard - for their
Saw Mill?

Ans.

I am -

Ques 2nd -

Has or not the said S. Bailey
has any logs, lumber, saw dust
debris &c - on said land.

Ans.

There are logs - saw
dust debris &c on said lands.

Ques 3rd -

What would it cost to
remove the debris, logs saw dust &c
off and from said land. So as to
leave it in a proper state of
cultivation

Ans. one hundred &
Twenty five dollars.

Ques 4th -

How much if anything
do you regard said land has been
damaged by the use hauling over
traying &c. by the said S. Bailey &c
in their work thereon

Ans.

One hundred and Fifty
dollars -

Ques 5th -

What do you
consider a fair valuation for
said land per acre, situated as it is
Ans. One hundred and Twenty
five dollars per acre.

Tues 6th -

Did you agree on any amount
with E. E. Rose, C. E. Fullerton &
William Stanley - as the damage
on said saw mill site - And
what was that amount -

Ans -

We agreed that
the damage to land of said
saw mill site - was two
hundred dollars - ^{and} was a
low estimate - -

Tues 7th -

How do you estimate
the damage to this lot -

Ans -

This is level and
very valuable land, adjoining the
depot ground of L & N R R Co -
was fertile and - rich - before
accompanied by P. Bailey & Co
it is now - cut up with - ditches
guts - drains - wagon roads - and
large banks of saw - dust - and
the top surface ~~worn~~ off - and its
value for cultivation - almost
worthless - and gone - and
further this deponent said not
Signed.

S. E. Thompson

E. E. Rose an other witness of
lawful age - after being duly
sworn - deposed that said says -

Ques 1st by Plaintiff -

are you acquainted with the lot of land near Curing occupied at one time by S. Bailey & Co as and for a saw mill yard. for their saw mill.

Ans -

I am -

Ques 2nd

Has or not the said S. Bailey & Co any logs lumber or other things now upon said -

They have -

Ques 3rd

what would it cost to remove the debris - logs - rubble - Saw dust &c off and from said land. So as to leave it in a proper state of Cultivation

Ans One hundred dollars.

Ques 4th

How much if anything do you regard said land has been damaged by the use, hauling over, razing &c by the said S. Bailey & Co in their work thereon, and what is the fair value of said land for acre.

Ans. Damages two hundred dollars value for acre - ~~One~~ **One** hundred dollars for acre.

I agreed after consultation with S. E. Thompson, C. E. Fulkerson & William Stanley - that the Court estimate - would be two hundred dollars damage to the lot land - after we had all examined it.

C. E. Fulkerson another witness
of lawful age. Being first
duly sworn deposes & says.
I was 1st by Plaintiff —

Are you acquainted
with the lot land near being
occupied at one time by S.
Bailey & Co as and for a saw
mill for their Saw mill.

Ans I am

Ques 2.

Has or not S. Bailey & Co
any logs lumber saw dust
debris &c on said land —

Ans.

There are logs saw
dust debris &c on said land —

Ques 3rd

What would it cost to
remove this debris logs saw dust &c
off, and from said land. So as to leave
it in a proper state of Cultivation

Ans. One hundred and twenty
five dollars. —

Ques 5.

What do you consider a
fair valuation for said land for acre
situated as it is.

Ans. Two hundred dollars
per acre — — —

Tues 6th.

Did you agree after examining
the lot of land - on a damage of
Two hundred dollars. with J. E. Thompson
E. E. Row and William Stanley

Ans I do. but it was too low estimate
of damages - should be more.

Tues 7th -

Upon what grounds did
you estimate damages to said
lot of land.

Ans -

A large rock of sand ^{drift}
upon a good portion land - old debris.
Cuts - deep pits - ditches, and various
wagon ways - and by this use - the
lot of land is nearly ruined - and the
soil on top gone - various drains &
works by means of obstructions on
said land - and further this
deposits sand not

Signed
J. E. Thompson

William Stanley an other miners
of lawful age being first
duly sworn deposes and says.

Ques 1st by Plaintiff -

Are you acquainted with the lot
of land near being occupied
at one time by S Bailey & Co
as and for a saw yard for their
Saw mill.

Ans
~~I~~ am -

Ques 2nd - Have or not the said S.
Bailey & Co any logs, lumber saw
dust, debris &c now upon said land.

Ans There are logs.
Saw dust and other debris on said
land.

Ques 3rd what would it cost -
to remove logs saw dust debris &c
off and from said land. So as to
leave in proper state of Cultivation
Ans one hundred & twenty five dollars

Ques 4th -

Have much if anything
do you regard the said land has been
damaged by the use. Hauling over
draying &c by the said S Bailey & Co
in their work thereon -

Ans. No hundred dollars -

Ques 5th what do you consider
a fair valuation for said land
per acre situated as it is.

Ans. one hundred dollars
per acre -

Ques 6th - Did you agree on any
amount with S. E. Thompson E. E. Row and
C. E. Fulkerson as the damages, on said
saw mill site. And what was the amount agreed

Ans - we agreed on Two hundred
dollars - as the damage to the
land by S. Bailey & Co. and that
is was my low estimate for
land damages -

Ans 7th -

How did you - make
up your estimate of damages -

Ans -

From the fact of the
large amount saw dust left
upon the ground - debris of various
kinds - drains made over the land
caused by different obstructions -
Ditches - Cuts - deep pits - and
the various wagon road - made
over the land - warping and wearing
the soil - until the land has become
almost worthless -

and further this deponent faith not

Costs - May Public \$2.00 Signed -

J. E. Thompson - witness (day)	.50	William Stanley
William Stanley " "	.50	
E. E. Rose " "	.50	
C. E. Fulkner " "	.50	
	<u>\$4.00</u>	

Virginia Lee county to wit - J. H. C. Richmond Jr. a Notary
Public in and for Lee county Virginia do certify that the depositions
of J. E. Thompson E. E. Rose C. E. Fulkner & William Stanley
were duly taken sworn to and subscribed before me
in the County aforesaid at the times and places
mentioned in the Caption. Given under my
hand this 12th day February 1898

H. C. Richmond Jr. N. P.

H.C. J. Richmond

Deposition

S. Bailey & Co

Received by mail by
good condition and filed
July 14th 1898.

A. B. Munsey Clerk

Subjected by
the Court

The within depositions are excepted to because taken without any notice to defendants. Notice could have been served on Bullitt & Kelly, who were ^{resident} counsel for defendants, and known to be by plaintiff. And they are further excepted to because taken before H. C. J. Richmond Jr. as Notary Public, and who is a son of the plaintiff, and because the questions and answers are in the hand writing of the plaintiff; and because taken before depts had answered, and they had until the present term to answer, and at which term they have answered. The depositions should be quashed and retaken and the depts given opportunity to cross-examine. June 15th 1898.

G. W. Saulsberry.
Carr & Blankenship. } For Depts
Bullitt & Kelly. }

ans.

After looking over the land and land - my estimate was that Mr Fickerson was damaged. Six hundred dollars. and Mr Richmond four hundred. however after consultation and conference with E. E. Nov. C. E. Fickerson - and William Stanley - we all agreed that the lowest estimate of damage to Mr. Fickerson land was Five hundred dollars and Mr Richmond, three hundred. - and further this depositions were not signed.

S. E. Thompson

William Stanley an other witness of lawful age, after first being duly sworn deposes says Dec 1st by Plaintiff -

Please state whether or not you are acquainted with that part of the farm belonging to the plaintiff Mrs Fickerson and also of the farm belonging to Mr Richmond, which the dunnery Am Rail Road track used for S Bailey & Co runs. and did you know it before said Rail Road track was put there and have known it for years and knew it before dunnery track was put on it.

Ques 2nd

Please state how much of anything it would cost to remove the cuts, fills, cattle pits, logs, stones and all other obstructions if any from said lands and put it in same condition as or as at the time they began work upon it.

Ans. Twelve hundred dollars or more -

Ques 3rd

Please state the obstacles, cuts, fills, cattle pits, ditches, logs, stones and other debris they put upon said lands and left there by Bailey or any one else in the construction of said survey line.

Ans.

Cuts, ditches, fills, cattle pits, stone old logs &c. are on Mr Richman's lands. On Mrs Fickens' - almost the entire line is made up from heavy cuts, & fills, deep ditches, cattle pits & ~~old logs~~. The banks on either side are gradually going away - and damage is being done the lands daily - and will damage - until stopped by - much expense and work -

Dec 4th Taking The Land as it was
at the time the Survey line was first
being put upon it. and the Condition
it was left in when removed. what
amount of Damages if any has
been done to Mr Fickens Land
and how much to Mr Richmond
State Each Separately -

Ans To Mr Fickens -

Five hundred dollars - &
to Mr Richmond Three hundred-
dollars - and This amount of
damage was agreed upon as
the damage sustained by the parties
by J. E. Thorburn. E. E. Norr & E.
Fickens and myself - after
all of us had carefully examined
the line and land - Tho some
of the parties estimated the
damages as more -

and Further This deponent says not
Costs -

Signed -

Notary Public

William Stanley

7 hours - 75. ⁷⁵ 3⁷⁵ -

William Stanley Notary, 50

J. E. Thorburn " " 50

E. E. Norr " " 50

E. E. Fickens " " 50

Total \$ 5.25 -

which the Dunning line rail road
Track used for. J. Bailey & Co
runs and led you know it before
said rail road track was put there.
Ans.

I have known the farm as
stated in the question for a
number of years. - and I knew it
before the Dunning Rail Road track
was put on it.

Ques 2nd

Please state how much
of anything it would cost to remove
the cuts - piles, cattle pits logs and all
other obstructions if any from said
land and put it in the same
condition as was at the time
they began work upon it.

Ans -

It would cost from
~~at least~~ least to one thousand
dollars. -

Ques 3rd

Please state the
obstacles - Logs - cuts - piles, ditches - cattle
pits stones &c then put upon said land
and left there by J. Bailey & Co or any
one else in the construction of
said Dunning line -

Ans -

There is quite a
number of logs - did not count them -
almost the entire length of said swamp

Track on Mrs Fickenour land is cuts
and fills - cattle pits &c. and on
Mr Richmond two very heavy cuts
being a distance of about one fourth of a mile
and the remainder ditches upon each
side of the track - as well as cattle
pits loose logs & ^{stones} &c. - For fuller and
more complete description of said
dunny line runs through said lands.
with cuts fills - cattle pits &c.
I have marked a diagram - showing
depth of cuts & fills - and width which
are marked on said diagram.
distance over Mrs Fickenour land
length of dunny track, one mile
and sixty eight one hundredths of a
mile - though Mr Richmond one
mile - the banks on either side
of track is giving way - and the
damage - will continue til - stopped
by expensive work -

Dec 4th -

Taking the land as it
was at the time the dunny line
was being first put upon it and
the condition it was left in when
removed - what amount ^{damages} of any
has been done to Mrs Fickenour
farm - and how much to
Mr Richmond - state each
separately

These depositions are excepted to because taken without notice to the defendants, notice could have been served on Bullitt & Kelly, who were resident counsel for defendants, and known to Plffs to be such, and they are further excepted to because taken before A. C. J. Richmond Jr who is a son of defendant Richmond, and because the questions and answers are in the hand writing of deft Richmond, and because taken before the cause was set for hearing by Plffs; and because taken before defts had answered and they had until the present term to answer and have this day answered.

June 15th 1898.

J. W. Saulsberry
Bullitt & Kelly } For Plffs.
Oro & Blankenship }

Virginia Lee County Court.
J. H. C. Richmond Jr. a Notary
Public in and for Lee County
Virginia do Certify that the
depositions of B. C. Thompson -
C. E. Rose - C. E. Fulkerson &
William Stanley, were duly
taken sworn to and subscribed
before me in the County aforesaid
at the times and places mentioned
in the Caption, given under
my hand this 12th day January
1898

J. H. C. Richmond Jr. Notary

W. H. Fulkerson

Depositions

S. B. Bailey & Co

Received by mail in
good condition and filed

February 14th 1898

A. B. Munday
Clerk

7.11
The deposition of Dr E. E. Ross,
taken by agreement at the office
of H. C. J. Richmond at Ewing Va Oct.
21st 1898, to be read in behalf of
the plaintiff in an action pending
in Chancery in the Lee Circuit Court
wherein H. C. J. Richmond is plaintiff
and S. Bailey & Co is defendant
The witness states as follows,

Q. are you acquainted with
the lot of land belong to H. C. J. Richmond
and ^{was} accented by S. Bailey & Co
as ^{an} for ~~Saw~~ mill-log ^{& lumber} yard
situated near and adjoining
the ~~Station~~ grounds of Lot in
R R Co at Ewing —

Ans. I am.

Ques. what is the value of
Saw land per acre —

Ans. about two hundred dollars per acre
where it is at joining rail Road
and depot.

Ques. 2nd — you have examined
damages to said lot of land by
reason of its accented by
S Bailey & Co. for saw mill, log & lumber
purpose — Ans, I have

3rd What amount of damages
do you estimate by reason of cuts,
fills, wagon roads, mill pits and ^{Sanuel}
& obstructions made by & left
on said land by J. Bailey & Co.
Ans. About two hundred dollars

The two last questions and ans.
are objected to because they
are leading and irrelevant

W. L. Luskberry atty
for J. Bailey & Co

Cross examined by W. L. Lusk-
berry, for J. Bailey & Co

Q 1st You made an agreement
with some other parties as to what
the damages were did you not?

Ans. Four of us estimated it as above
stated

Q 2nd You have stated that the land is worth
\$100⁰⁰ per acre, for what purpose is it
worth that amount?

Ans. For building for lots near depot

Q 3rd Then you mean to say if this place
should ever become a city or town
it would be worth that amount?

Ans. Yes sir.

Q 4 Is it not a fact that it is
worth that amount for a
saw mill site at this time?

Ans. I think so

Q 5th When did D. Bailey & Co leave that place or remove their Mill,

Ans. I do not know

Q 6th State as near as you can when the Saw Mill was removed,

Ans. I don't remember

Q 7th State as near as you can now remember when the Railroad was removed?

Ans. about May or June 1897

Q 8 How many acres are there in the Mill site?

Ans. From $\frac{3}{4}$ to 1 acre

Q 9 Is it not worth more now for a Mill yard than it was before the side track was put in?

Ans. I think so if rubbish was removed

Q 10th What is the yard being used for at this time & by whom?

Ans. I think it used by C. E. Fulkerson for lumber

Q 11th Is there a Saw Mill near the place where D. Bailey & Co had their Mill if yes state how far from it?

Ans. Yes, about from 140 to 70 ft

Q 12th Is it not a fact that there is a large pile of Saw dust recently put on

4
the place where S. Bailey & Co had
their ~~lumber~~ ^{logs} yard, and their
saw carriage way.

Ans. No Sir

Q 13 It will now ask you to go to
the place where S. Bailey & Co had
the saw mill setting & measure
to the place where there is now
a large pile of saw dust
recently put on the ground by
the present occupant of
the yard and state in your
answer the exact number
of feet from where again
set and saw mill set,
of S. Bailey & Co to said saw dust.

Ans. I have estimated & find it about
from 50 to sixty feet from end
carriage way, to new saw dust
pile.

Q 14 Which is the largest the old or
new saw dust pile?

Ans. The new.

Q 15 Has the new saw dust pile been
put there since Bailey & Co left?

Ans. Yes.

Q 16 How Many Stacks of lumber is now on the entire yard?

Ans. From twenty to thirty

Q 17 What is the size of the entire space not under fence, now occupied by the lumber saw-mill and Old Shed of J. Bailey & Co? West

Ans. East & West 300 to 400 ft South & North 150 to 250 ft

Q 18 Is it not a fact that a part of the site is now in garden?

Ans. It is

Q 19 Who assisted you in making an estimate that you spoke of in your direct examination? S. E. Thompson, C. E. Fulkerson, William Stanley

Q 20 What is the size of Ewing, State how many houses who own them?

Ans. about 10 Houses Mrs Fulkerson Mr Richmond & L & N. R. R. Co.

Q 21 Is the place incorporated?

Ans. No.

E. E. Rose

It is agreed, William Stanley and S. E. Thompson, who are present would testify in substance to the

Sum As the deposition of Dr E. E. Ross
who subscribed to the foregoing
deposition, that in making the
original estimate together, there
was some disagreement but
finally agreed to the same sum,
as to the damages being \$200⁰⁰
It is also agreed that a
diagram herewith filed marked
exhibit 'A', shall be considered
as a part of the deposition of
D. E. Thompson.

It is further agreed that the
foregoing may be read as the
depositions of the parties named
waiving all formalities, and
reserving the right of objections
to the competency & relevancy of
the testimony of testimony.

W. C. Lechner for self
C. W. Faulstich atty
for D. Bailey & Co

Harold Johnson

vs

S. Bailey & Co

Depositions for
trial.

Received by mail in
good Condition and filed
October 22nd 1898

A. B. Munsey Clerk

124
It is agreed that the following
depositions may be taken in the
Case of H.C.T. Richmond and Hattie
Fulkeson, plaintiffs and S. Bailey & Co
defendants, now pending in the
Lee Circuit Court in Chancery
and that the Witnesses may be sworn
by S.V.F. Richmond, and all the
formalities as to Caption and the
Certificate is waived

H.C.T. Richmond for Self
& Mrs Hattie A. Fulkeson
G.W. Samsberry
Atty for S. Bailey & Co

The first witness for plaintiffs being
E.C. Rose, testifies as follows.

1st Please state if you are acquainted
with the land of H.C.T. Richmond &
Hattie A. Fulkeson - upon which
the dummy line track of S. Bailey & Co
~~crossed this~~ it. and did you know
it before the said dummy track was
laid on it -

Ans. I am & knew it before the
dummy line was put on it

over

Ques 2. Please state how much if anything it would cost to remove the cuts, fills, cattle pits, logs, stone and all other obstructions and put said land in same condition as it was at the time S. Bailey began construction of Dunny line upon it. And. It could not be done with One thousand dollars

Answer question & answer objection to because it is impracticable

3rd

Please state the obstacles -

Cuts, fills, cattle pits, ditches, logs and stone, S. Bailey put there and left upon said land by said Bailey & Co. ~~constructing said dunny line.~~ ~~on said land.~~ Ans.

Fills, cuts, ditches, cattle pits and stone, on either side of said tract logs on Mr Richmond land almost a continuation and on Mrs Fulkerson land almost a continuation of large cuts, fills, ditches cattle pits stone and logs &c The cuts fills, pits &c are giving way and will continue to damage said farms until stopped by very expensive work

4th -

Taking the land as it was at the time of commencement of constructing the said dunny line and the condition it was left in by S. Bailey & Co - what damage was done to Mrs Fulkerson's land and what damage to Mr Richmond's land - State each separately -

Ans.^s Mrs Fulkerson 6 hundred dollars
Mr Richmond 3 hundred dollars when
S. E. Thompson, C. E. Fulkerson & William
Stanly got together after we all looked
over the line & lands of the Parties. I agreed
that the lowest estimate damage done
to Mrs Fulkerson would be Five
hundred dollars & that Mr Richmond
3 hundred dollars.

Cross examined by G. L. Paulsky
attorney for S. Bailey & Co

Q. State your occupation and
where do you reside and
how long have you resided there?

Ans. A Physician 1 mile west of Ewing
5 yrs. & I formally resided $3\frac{1}{2}$ miles
from Ewing about 8 yrs

Q. 2nd Are you at present a practicing
Physician and if so how long
have you been such?

Ans. I am have been such about
15 yrs

Q. 3rd Who prepared the answer you
have made in your direct
examination. Ans. I prepared
my own answer & Mr Rich

Q. 4th Is it not a fact that you have copied from a paper all the answers you made in your direct examinations in this deposition?

Ans. I did not copy only what was answered before in my deposition.

Q 5th Is it not a fact that all your answers in this deposition were copied?

Ans. It is from my former answers.

Q 6th Are you well acquainted with the lands of the Jeffs, over which the Denny line runs?

Ans. I am.

Q 7th How much of the track do you mean the Denny track, runs over the Fulkerson track and how much over Richmond's land?

Ans. About 1 mile on Mr Richmond's about $1\frac{1}{2}$ mile on Mrs Fulkerson's.

Q 8th Who employed you to go over the land and make this estimate?

Ans. Mr. Richmond.

Q 9th What is the distance the Denny line runs over Mr Richmond's land at the station and how much on the back or far end of said Denny line?

5th

Ans. to Q, 9th at Station about $\frac{3}{4}$ mile
at back about $\frac{1}{4}$ mile

Q 10th What are the obstacles or in
what does the damage consist
over this first $\frac{3}{4}$ mile next
to the Station?

Ans. cattle pits, cuts, fills, cross-ties & logs

Q 11th Is it not a fact that there is nothing
on this line except what was
necessary in making the
Dummy line?

Ans. The fills, cuts, & cattle pits was
necessary, but the logs left was
not necessary

Q 12th What kind of logs were left
there and how many?

Ans. Some poplar & some oak
there may have been a dozen may
have been less & may have been
more

Q 13th Were they gotten out for saw logs?

Ans. I suppose they were

Q 14th Is it not a fact that they cover
valuable logs lying where they were?

Ans. I don't think they were valuable
lying where they were
objected to because has no
bearing on the Lunt Railroad

Q 15th Were they ~~so~~ all sound logs
and is it not a fact that they
have been hauled in and
sawed into lumber since
that time?

Ans. I don't know

Q 16 At the time you examined them
did they not look sound?

Ans. They did

Q 17 How far were they from the place
you are now giving this depo-
sition?

Ans. about from $\frac{1}{4}$ mile to $\frac{3}{4}$ mile

Q 18 Will you not go and look
and see if they are there now
and say in answer to this
question, before you sign
this deposition?

Ans. I am informed that the greater
numbers of the logs have been
sold by the Sheriff & removed

Q 19 Were they within $\frac{1}{2}$ mile of
a Railroad & saw mill near by?

Ans. They were in from $\frac{1}{4}$ mile to $\frac{3}{4}$ miles
from Rail Road or ^{saw} mill

Q 20th In your opinion what were
the logs worth when they were lying?

Ans. I suppose from 25. to 50. dollars

Q 21st How was the land of Mr Richmond damaged on the other end, of said Drury line, over the $\frac{1}{4}$ of mile, that you have spoken of?

Ans, one Grusle, and cuts.

Q 22nd Is that on cleared or woodland land this $\frac{1}{4}$ mile, at far end,

Ans, Woodland

Q 23rd Was not it absolutely necessary to build the ~~first~~ and make the cut in making the Drury line?

Ans, It was.

Q 24th What is that Woodland land worth per acre, over that $\frac{1}{4}$ mile track at far end?

Ans, about from six to ten dollars ^{per acre}

Q 25th What is the land at the end next to Depot worth per acre over the $\frac{3}{4}$ mile track?

Ans, about one hundred dollars ^{per acre}

Q 26th What kind of land is it?

Ans, It is level and very good

Q 27th What is it used for?

Ans, Farming purposes

Q 28th Is it being used for that now?

Ans, It is.

Q 29th The track is all gone and the whole

of said land in cultivation

Ans. No Sir the dummy line is not in cultivation

Q. 30 What is it being used for?

Ans. Not being ^{used} for any thing

Q. 31 Is it not a fact, that the track has been removed and the entire thing is now being used by Mr Richmond as a pasture?

Ans. No Sir, the cross tie is still there the railing is removed, there is no grass grown for much pasture in the dummy line

Q. 32 Is it not a fact that the place where the dummy line, did run is now under fence with other land and all being used as a pasture by Mr Richmond?

Ans. The dummy line in the field which is used for pasture

Q. 33 In what way is the land of Mrs Fulkerson damaged?

Ans. Cuts, Fills, Cisterns, Stone, logs. Cattle pits

Q. 34 Were they not all necessary in making said Dummy line?

Ans. All but logs & stone.

Q. 35 Where did the stone come from?

Ans. Out of cuts, I suppose.

Q 36th What is the Character of the land of Mrs Fulkersons over which the Dunny line runs,

Ans, It is all cleared some of it is rocky and some of it is not, it is worth about one hundred dollars per

acre ~~over~~
Q 37 ~~do the~~ the loop on her land same kind as on Mr Richmonds land.

Ans, They were

Q 38 The land is level is it not?

Ans. Some is level some is not.

Q 39 How much of the line runs over her land and how wide is the track? I mean the Dunny track;

Ans, about 1½ miles, the track is about six feet thick slides in some place about from 8 to 15 feet on either side of track

Q 40 When was the last time you was over the ^{line}

Ans, It has been some time.

Q 41 Was you ever over the entire track except the one time to examine it?
No Sir

Q 42 When did you examine it & who was with you?

Ans, about six months ago.

10th

S. E. Thompson, C. E. Fulkerson, Wm Standley
H. C. I Richmond^(Rem)

Q 43 Did you ever do any Railroad
Contracting work or any other public
works, make turnpikes

Ans, No Sir

Q 44 Is all the farming land in
this section worth \$400⁺ per acre

Ans, It is not,

Q 45 How far is Mrs Fulkersons land from
the Railroad and what is it now
being used for.

Ans, It is about 1 mile from the rail
and is used for farming purposes

Q 46 Are you the same man who made
an examination of Mill Site;

Ans, Yes Sir. and further the defendant
says ~~the~~ not.

E. E. Rose

Also the deposition
of William Standley at some
time & place for some purpose.
The witness, by agreement, is not sworn
but testifies that he has read
the deposition of Dr E. E. Rose or
that he has heard some read
and that the facts there in stated
would be substantially repeated
by this witness except as to
occupation, and that he is a
farmer and never had any
experience in Railroading. William Standley

Also the deposition of J.E. Thompson
at same time & place & for the same
purpose stated in the caption.

It is now agreed that J.E.
Thompson, would, in substance
as to Damages ^{testify} as the
Witness E.E. Ross.

It is also agreed by the parties
hereto that formalities as to the
Caption and Certificate is
waived each party reserving
all objections to the compe-
tency and relevancy of the
testimony of said parties
and it is further agreed
that these depositions may
be transmitted by mail
to the Clerk of the U.S. Circuit Court.

J.C. Fickens for Secy
J. Hattie A. Fickens
G.W. Saultsburg atty
for D. Bailey & Co

H. O. J. Richmond
Hattie Gulterson

VS {

S. Barley Geo

Depositions of
Dr. E. S. Ross, S.E.
Thompson and
William Stauty
for the plaintiffs

Received by mail in good
condition and Filed October
22nd 1898

A. B. Munsey Clerk

Virginia, Lee County, to-wit:

This day H.C.T. Richmond personally appeared before me, the undersigned, and made oath:- That S. Bailey and W. T. Shepperson, lumber dealers doing business under the firm style and name of S. Bailey & Co., are justly indebted to H.C.T. Richmond and Hattie A. Fulkerson in the sum of \$ 800⁰⁰, due and payable on the 20 day of June, 1897.

That affiant believes said claim to be just, and it is unpaid and payable at the time above stated, and that affiant believes that they are entitled to recover at the least, the sum of \$ 800⁰⁰, damages for a breach of a written contract entered into by said S. Bailey & Co., with them, dated on the 20th, day of April, 1895. That said S. Bailey and W. T. Shepperson are non residents of the State of Virginia, and has estate in said County of Lee, State of Virginia, to-wit: one engine and boiler, one saw mill and fixtures, and a lot of rail road irons, ties, and fixtures, known as their, said S. Bailey & Co's switch at Ewing, Lee County, Virginia; also a lot of standing timber on the Cumberland Mountain, near Ewing, Lee County, Virginia, known as the A. P. Willits tract of land, being timber sold by said Willits to said S. Bailey- See deed of Willits to him. (Deed Book 31, Pages 18 & 19.) And that said S. Bailey and W. T. Shepperson have never, as affiant believes, resided in Lee County or Virginia.

Given under my hand this 2 day of December 1897.

H. C. T. Richmond

H. C. T. Richmond &
Hattie A. Fulkerson

vs Affidavit

J. Bailey Geo

Virginia, Lee County, to-wit:

This day H. C. *J.* Richmond personally appeared before the undersigned and made oath, that, S. Bailey and W. T. Shepperson, lumber dealers doing business under the under the firm style and name of S. Bailey & Co., are justly indebted to him in the sum of \$ *200 00* , due and payable on the *2* day of *June* , 1897.

That affiant believes said claim to be just, and is unpaid and payable at the time above stated, and that the affiant believes that he is entitled to recover at the least, the sum of \$ *200 00* , damages for a breach of a written contract entered into by said S. Bailey & Co., with him dated on the 23rd day of May, 1895. That said S. Bailey and W. T. Shepperson are non residents of the State of Virginia, and have estate: *due & belonging to them in Lee County Virginia* to-wit: one engine and boiler, one saw mill and fixtures, and a lot of rail road irons, ties, and fixtures, known as their, said S. Bailey & Co's switch at Ewing, Lee County, Virginia; also a lot of standing timber on the Cumberland Mountain, near Ewing, Lee County, Virginia, known as the A. P. Willits tract of land, being timber sold by said Willits to said S. Bailey - see deed of Willits to him (Deed Book 31, Pages 18 & 19.) And that said S. Bailey and W. T. Shepperson have never, as affiant believes, resided in Lee County or Virginia.

Given under my hand this *2* day of *December*, 1897

H. C. Richmond J. R.

H. C. T. Richmond

2d Affidavit.

J. Bailey Geo

Virginia, Lee County, Geo-wit:

This day, H. C. T. Richmond, personally

This day H. C. T. Richmond personally
appeared before me, S. V. F. Richmond
Clerk of Lee County Court Virginia,
and stated an oath, that he is
informed and believes that S.
Bailey & Co, has a quantity of
felled poplar timber, now in dam-
aging condition, and if not worked
up the present season, if left over
the other year would be worthless,
Given under my hand this the
9th day of June 1898.
S. V. F. Richmond Clerk

S. E. Thompson

H. C. I. Richmond

affidavit

Clerk of the Circuit Court of Lee County,

A. B. MUNSEY, Clerk.

Jonesville, Va.,

189

I M. G. Ely do swear that the depositions in the chancery causes of A. C. T. Richmond and Katie A. Fulkerson against S. Bailey & Co and A. C. T. Richmond against same defendants, ^{Filed Sep 11th 1898} are not, in my opinion, in the hand writing of A. C. T. Richmond Jr. the Notary Public, and I am well acquainted with said Notaries hand writing, I am not so well acquainted with the hand writing of A. C. T. Richmond Sr. but have some knowledge of his hand writing and am of opinion the depositions are in his hand writing. And A. C. T. Richmond Jr. is the son of A. C. T. Richmond Sr., or so reputed. So help me God.

M. G. Ely,

Sworn to before me by M. G. Ely this the 16th day of June 1898

A. B. Munsey Clerk

I fully concur with Mr Ely that the hand writing is not that of A. C. T. Richmond Jr, but is that of his father A. C. T. Richmond Sr. as to the body of said depositions

Sworn to before me by ^{to sworn} C. T. Munsey June 16th 1898. A. B. Munsey Clerk.

W. C. S. Richmond
-etal

vs { Affidavit of
M. G. Ely.
S. Bailey & Co.

Virginia

At a Circuit Court Continued and held for Lee County at the Court-house thereof on Friday March the 10th 1899.

H. C. T. Richmond

Plff

vs

S. Bailey and W. T. Shepperson
Lumberman doing business
under the firm name and
Style of S. Bailey & Co

Defts

On an
issue out
of Chancery

This day came the parties by their attorneys, and then came the following jury viz: A. R. Hyatt, L. M. Burk, James Blakemore, George Horton, David Ely, W. S. Hickam, J. A. Vandeverter, A. J. Ely, T. P. Ely, J. A. Shelton, N. P. Graham and W. L. Lucenberry, who being selected according to law, and sworn the truth to say upon the issue joined, and having heard the evidence and arguments of Counsel, were sent to their room to consider of their Verdict, and after some time returned into Court with the following verdict viz: "We the jury find for the plaintiff and assess the damage at \$150.00."

It is therefore ordered that the Clerk of this Court Certify to the Chancery Side of this Court the proceedings in the law side in this case.

A Copy

Teste: A. B. Munsey Clerk

H. C. J. Richmond
VS } Copy of Order
S. Bailey & Co
Filed March 10th 1899
A. B. Munsey clk

C 257

To Hon, Judge Circuit Court

Lee County

The undersigned Receiver appointed for the
purpose respectfully report. That he did
after due publication sell on the 15th day
of August 1898, The Timber cut and lying
upon The Lands of W^m F. & Lee, W. Gibson
the property of S. Bailey & Co. for the
sum of One Hundred Dollars.

Respectfully

This Mar 7th 1899.

S. E. Thompson
Receiver,

W. C. T. Richmond
vs Receiver's Report
S. Bailey & Co
Filed March 10th 1899
A. B. Munsey Clk

H. C. T. Richmond

vs

S. Bailey & co.,

x

Hattie A. Fulkerson

vs

Same -

The undersigned would respectfully report: That pursuant to the terms of a decree herein, after advertising as required, he sold said timber Geo. W. & Wm. F. Gibson at the price of \$50⁰⁰ and paid the same over to the plaintiff, which is a credit on the judgement of the plaintiff.

He would further report, That he has paid over to the plaintiff the sum of \$25⁰⁰ and here files receipt for same, being the amount said decree directed his Deputy, N.S. Jennings to pay over to the plaintiff.

Said 25⁰⁰ was placed in the hands of J. H. Orr by his said Deputy and said Orr should be directed to pay same over to me as said decree herein expressly directed said \$25⁰⁰ to be paid to the plaintiff.

Respt.,

W. O. Weston

Deputy Sheriff of Lee Co.

H. C. T. Richmond

vs { Report of Sheriff

S. Bailey & Co -

Filed June 3^d 1901-

A. B. Munsey, Clerk

Rec'd of W. P. Weston late Sheriff
of Lee County Twenty five
dollars amount directed by
a decree entered in the Causes
of H. C. J. Richmond & Hattie A. Sullivan
vs S. Bailey ^{to be paid to the Plaintiff} Dec. 3rd 1901.

D. P. Sewell Surrogate
part of Prudence Thewell attys
for Plff —

Hattie A. Fulkerson et al

vs

} In Chancery

S. Bailey & Co

The object of this suit now pending in the Circuit Court for Lee County, Virginia, is to have the Saw mill & fixtures,

Boiler & engine & fixtures and the timber in the Bill mentioned attached, held liable

for & sold to pay the plaintiff's claim of

\$800⁰⁰ Said Saw mill & fixtures & Boiler

& engine & fixtures being the property of

S. Bailey & W. J. ~~Sheppers~~ Sheppersen lumber-

men doing business under the name of

S. Bailey & Co & said timber being the

property of the same parties & being all

the timber lying & standing on that certain

tract of land in Lee County Virginia

between Chadwell & Fulkerson Gap on

Cumberland Mountain & bounded as follows

to-wit. Beginning at a chestnut on the top

of a spur S.E. corner of M.S. Malls tract

in Fields line, thence S 88° E 22 poles to a stake

on a spur N 59 E 408 poles to two chestnuts

by a large rock N 64 E 161 poles to a stake by

a large rock on centre of spur, line claimed

by Ball & Gibson N 22 W 7 poles to a small

black oak, N 58 1/2 W 17 poles to a poplar N 22

W 5 1/2 poles to a small chestnut N 42 1/2 W

19 poles to a large chestnut N 23 W 11 poles to

a large poplar N 34 W 23 poles to a locust

on a steep bench N 12 W 34 poles to the top

of the mountain, thence with state line

S 76 N 584 poles to a stake corner to
M. S. Bull's, thence south with Bull's
line 221 poles to the beginning, being
the same timber or so much thereof
as remains, sold by Archelous P. Willits
to S Bailey ~~over~~ by agreement dated
Aug. 31st / 1894 & recorded in Deed book
31 pages 18719 in the County Court
Clerks office.

Hattie A. Fulkerson
H. C. J. Richmond
by Pridemore & Sweet
attys.

Virginia, Lee County, to wit:—
In the Office of the Clerk of the County Court for said County
the 18th day of December 1897, this Lis Pendens was presented
and admitted to record.

John S. & J. P. Richmond Clerks

H. C. J. Richmond

vs } L. S. Penders

S. Bailey & Co

Recorded in Deed Book

No. 33 page 5-62

S. V. F. Richmond
Clerk

C/\$ 125-

Examined

Filed for record
Decr 18/97
S. V. F. Richmond Clerk

This agreement, made and entered into this Twenty Third day of May 1895, between H. C. J. Richmond, of Lee Co. Va, of the first part, and S. Bailey and W. J. Shepperson, trading as S. Bailey & Co. of Danville Va, of the second part, Witnesseth, That for the consideration hereinafter mentioned, The party of the first part hereby leases to the party of the second part ^{for their use} land necessary for a mill site and lumber yard, being about two acres, in the field now planted with oats and north of the L & N RR right of way at Ewing station and joining said right of way, and to extend out into said field to lines agreed upon and to be marked by a fence to be built by said H. C. J. Richmond, the western boundary being the line between said H. C. J. Richmond and Hattie A. Fulkerson, except the Road way along the fence. ^{Good and Sufficient stock} As rental for said land the party of the second part agree to pay said party of the first part the sum of Fifty Dollars for the first year they occupy it, and Ten Dollars

per year for each succeeding year they occupy it. Second party also agree not to unnecessarily spread saw dust over the ground, and to remove logs and rubbish when they are done with the land. and leave the land in a good Condition as when first leased In witness whereof we hereunto set our hands the day and year first above mentioned

H. C. J. Richmond
S. Bailey & Co

Received April 20. 1896 of S Bailey & Co the sum of Ten Dollars which with the payments theretofore made is in full to May 23. 1897 for Rent of Dumbour Yard & Mill site as per written agreement

H. C. J. Richmond

"Contract"

H. C. J. Richmond
with S. Bailey & Co
Contract

H. C. J. Richmond
5123295

H.C. J. Richmond

vs

S. Bailey & Co

} In Chancery

The object of this suit, now pending in the Lee County Circuit Court, Virginia, is to have the Saw Mill & fixtures, boiler & Engine & fixture ~~attached~~ and the timber in the proceedings mentioned attached held liable for and sold to pay the plaintiff claim of \$200⁰⁰. The said Saw Mill & fixtures Engine & Boiler & fixtures being the property of S. Bailey & W. T. Shepperson lumbermen doing business under the firm name of S. Bailey & Co & said timber belonging to the same parties & being all the timber standing & lying on that tract of certain tract of land lying in Lee County Virginia between Chadwell's & Fulkerson's Gap on Cumberland Mountain, Beginning at a Chestnut on the top of a spur S.E. corner of M. S. Ball's Tract in field line thence S ⁸⁸ 88° 8 22 poles to a stake on a spur N 59 E 408 poles to two Chestnuts by a large rock N 64 E 161 poles to a stake by a large rock on centre of a spur line claimed by Ball Gibson N 22 W 7 poles to a small black oak N 58 1/2 W 17 poles to a poplar N 22 W 5 1/2 poles to a small chestnut N 42 1/2 W 19 poles to a large chestnut N 23 W 11 poles to a large poplar N 34 W 23 poles to a locust on a steep bench N 12 W 34 poles to the top of the mountain, thence with state land

Line S 76 N 584 poles to a stake corner
to M. S. Bullis, thence South with Bullis
line 221 poles to the Beginning
being the timber sold to Samuel Bailey
by Archelano P. Willits by agreement dated
Aug 31st 1894 & recorded in Deed Book 31
pages 18 & 19 in the Clerks office of the
Lee County Court.

H. C. J. Richmond

by Pridemore & Sewell atty

Virginia, Lee County to wit:—

In the office of the Clerk of the County Court for
said County the 18th day of December 1897. This
Lis Pendens was presented and admitted to record.

Teste— S. V. P. Richmond Clerk

Walter A. Fulkerson ^{rather}

no { Lis Penders

J. Bailey & Co

Recorded in Deed Book
No. 83, page 5-75
J. V. F. Richmond
Clerk

c 175-

~~_____~~

Examined

Filed for record
Dec 18/97.
J. V. F. Richmond clerk

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

We command you, That of the goods and chattles of *S Bailey & W T Shepperson*
partners doing business under the firm name of S Bailey & Co
in your bailiwick, you cause to be made *\$61.37* Sixty one dollars & thirty seven
Cents.

with interest at the rate of six per centum per annum from the *15th* day of *May* 1897
until paid, which *H. C. T Richmond*

late in our Circuit Court of the County of Lee, has recovered against the said *S Bailey & Co*
as aforesaid, as well for a debt as interest thereon; also *\$441-*
Four dollars and *Sixteen* cents, which to the said
H. C. T Richmond in the same court were adjudged for *his* costs
by *him* about *his* suit in that behalf expended, whereof the said *S Bailey & Co*
as aforesaid are convict as appears to us of record. And how you shall execute this
writ make know at the rules to be holden in the clerk's office of our said Circuit Court, on the *3rd* Monday
in *January* next. And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the *22nd* day of
November 1897, and in the 12th year of the Commonwealth.

A B Munsey Clerk.

C 291
No. 78
Wits S.D.
cc 215
\$4.41

Indigent: & Execution
Jst fm May 15. 97.
Court Costs

\$ 61.37
3 30
4.41

Sale Intch Stamp - 22.10

Part. " Saw mill. 54.99.

Sherffs Costs all above -

~~8.04~~

Comm'n'g S.D. \$ 77.09

~~77.09~~

And Jernings S.D. \$ 77.09
For W. P. Winter Sherffs fees. S.D.

Chay
E. B. No 4 p 118

H. L. Richmond

vs.

FI. FA.

IN DEBT.

S. Bailey & Co

Dorr & P Bros p q

Came to hand
189 , at o'clock M

To 2nd Jany Rules

Circuit Court.

Decree Nov. 5th 1897

O. B. No. 6 p 52

Recd of N. S. Jany S.D.
The full amount of
within execution costs
May 7th 1898
H. L. Richmond

Send an one hundred dollar
Jany Jernings an mill
divided at being 2nd one
Sae mill Jernings in Poor
valley the property of S. Bailey & Co
This was 24th 1897 -
N. S. Jernings - S. D. -
For W. P. Winter
Sherffs fees

H. C. L. Richmond,)
v. m) In Chancery,
S. Bailey & Co.,)

Hattie A. Fulkerson,)
v.) In Chancery,
S. Bailey & Co.,)

The report of W. P. Weston, late Sheriff of Lee County, filed in the above causes June 3d, 1901, is excepted to by James W. Orr, in so far as the same effects said Orr, or seeks to obtain from him, or hold him liable for, the \$25.00 therein mentioned. It is true that N. S. Jennings, D. S., at one time did pay to Orr & Blankenship and Judge Saulsberry Twenty Five Dollars, which he had in his hands due to S. Bailey & Co., and said payment was made to Orr & Blankenship and Judge Saulsberry as attorneys for S. Bailey & Co.. This \$25.00 thus paid by N. S. Jennings was the balance in his hands of the sale of a saw-mill, after satisfying an execution issued against S. Bailey & Co., in favor of H. C. L. Richmond, on a decree obtained in a suit prior to the above suits, and which execution was issued November 22, 1897, and which execution is here referred to; and after satisfying said execution there remained in said Jennings' hands, as Deputy Sheriff, of the proceeds of the sales made by him, the said sum of \$25.00. In these suits this fund was not attached and N. S. Jennings was not made a party to these suits, and the money was paid over by Jennings long before the decree in these causes was erroneously rendered. And after the decree directing Mr. Jennings to pay over the \$25.00 to the Plaintiffs, had been entered, and the same was seen and read

by your exceptor, and the error in decreeing that Jennings should payover to Plaintiffs the \$25.00, had been brought to the attention of A. L. Pridemore, Attorney for Plaintiffs, General Pridemore remarked that the matter could be corrected at the next term, but the matter was overlooked at the next term, and not so corrected. Your exceptor alleges that the payment to the Attorneys of S. Bailey & Co. was a good and proper payment; and that no action should be taken interfering with the same.

James H. Orr.

H. C. T. Richmond et al

vs. Exceptions to Westley's Report.

S. Bailey & Co.

with the same.

payment; and that no action should be taken interfering
to the Attorneys of S. Bailey & Co. was a Good and
and not so corrected. Your exceptor alleges that the

the next term, but the matter was overlooked at the next

General Pydamore remarked that the matter could be correct-

the attention of A. J. Pydamore, Attorney for Plaintiff,

should pay over to Plaintiff the \$25.00, had been brought to

by your exceptor, and the error in decreeing that Jennings

Know all Men by these Presents, That we H. L. T. Richmond
L. E. Fulkerson and S. V. F. Richmond
 are held and firmly bound unto Commonwealth of Virginia
 in the sum of Four hundred Dollars, to the payment whereof we
 bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.
 We hereby waive the benefit of our homestead exemption as to this obligation. Witness our
 hands and seals this 6th day of December 1897.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas

H. L. T. Richmond
 plaintiff in a suit instituted in the Circuit Court of the County of Lee, against S. Bailey
and W. T. Shepperson partners doing business
under the firm name of S. Bailey & Co.
 defendant, has upon affidavit, made in due form of law, sued out of the Clerk's Office of the said
 Court an attachment against the estate of the said S. Bailey & Co. as aforesaid
 for the sum of Five hundred dollars

being the amount claimed by the said plaintiff in the said suit.

NOW THEREFORE, If the said H. L. T. Richmond
 shall pay all costs and damages which may be awarded against him or sustained by
 any person by reason of his suing out the said attachment, then the above obligation
 to be void, otherwise to remain in full force.

H. L. T. Richmond [SEAL.]

L. E. Fulkerson [SEAL.]

S. V. F. Richmond [SEAL.]

Executed in the presence of

A. B. Munsey Clerk
A Copy Teste: A. B. Munsey Clerk

In the Clerk's Office of the Circuit Court of the County of Lee, the _____ day of
 1897.

_____ the securit
 in the above bond, this day made oath before me, A. B. MUNSEY, Clerk of the said Court, that
 _____ estate, after a payment of all _____ debts and of such liabilities as he ha
 incurred for others and expect to have to pay, _____ worth \$ _____ the
 penalty of the said bond.

Given under my hand as Clerk of the said Court this _____ day of _____ 1897.

 Clerk.

H. L. S. Richmond

to { **Attachment Bond.**

S. Bailey & Co

Pridemore & Sewell p. q.

Know all Men by these Presents, That we H. L. T. Richmond
L. E. Fulkerson and S. V. F. Richmond
 are held and firmly bound unto Commonwealth of Virginia
 in the sum of Sixteen hundred Dollars, to the payment whereof we
 bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.
 We hereby waive the benefit of our homestead exemption as to this obligation. Witness our
 hands and seals this 6th day of December 1897.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas H. L. T. Richmond
and Hattie A. Fulkerson
 plaintiff in a suit instituted in the Circuit Court of the County of Lee, against S. Bailey and
W. T. Shepperson partners doing business under
the firm name of S. Bailey & Co.
 defendant, has upon affidavit, made in due form of law, sued out of the Clerk's Office of the said
 Court an attachment against the estate of the said S. Bailey & Co. as aforesaid
 for the sum of eight hundred dollars
 being the amount claimed by the said plaintiff in the said suit.

NOW THEREFORE, If the said H. L. T. Richmond & Hattie A. Fulkerson
 shall pay all costs and damages which may be awarded against them or sustained by
 any person by reason of their suing out the said attachment, then the above obligation
 to be void, otherwise to remain in full force.

H. L. T. Richmond [SEAL.]

L. E. Fulkerson [SEAL.]

S. V. F. Richmond [SEAL.]

Executed in the presence of

A. B. Munsey Clerk
A Copy Teste: A. B. Munsey Clerk

In the Clerk's Office of the Circuit Court of the County of Lee, the _____ day of
 _____ 1897.

_____ the securit
 in the above bond, this day made oath before me, A. B. MUNSEY, Clerk of the said Court, that
 _____ estate, after a payment of all _____ debts and of such liabilities as he ha
 incurred for others and expect to have to pay, _____ worth \$ _____ the
 penalty of the said bond.

Given under my hand as Clerk of the said Court this _____ day of _____ 1897.

 _____ Clerk.

VIRGINIA:--In the Clerk's Office of the Circuit Court of the County of Lee
on the 13th day of December 1897.

Against

H. C. T. Richmond

Plaintiff

S. Bailey and W. T. Shepperson partners doing
business under the firm name of S. Bailey & Co.
In Chancery

Defendant S.

The object of this suit is to have attached ~~and~~ held liable for and
sold to pay the claim.

And an affidavit having been made and filed that the defendant S. S. Bailey and W. T. Shepperson

are not resident S of the State of Virginia, it is ordered that they do appear here within fifteen days
after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further
ordered that a copy hereof be published once a week for four weeks in the Big Stone Gap Post
and that a copy be posted at the front door of the court-house of this county on the first day of the next term of the
county court.

A copy—Teste:

Pridemore & Sewell P. Q.

A. B. Munsey Clerk.

H. C. L. Richmond

AGAINST

ORDER
OF
PUBLICATION.

S. Bailey & Co

Prudenmore & Sewell

P. Q.

VIRGINIA:--In the Clerk's Office of the Circuit Court of the County of Lee
on the 13th day of December 1897.

H. L. Richmond & Hattie A. Fulkerson Plaintiff S.
Against

S. Bailey & W. T. Shepperson lumbermen doing business
under the firm name of S. Bailey & Co Defendant S.
In Chancery

The object of this suit is to have the saw mill engine, boiler and fixtures
and the timber in the bill mentioned attached held
liable for and sold to pay the Plaintiffs' claim of
\$800.00

And an affidavit having been made and filed that the defendant S. Bailey & W. T. Shepperson

are not resident S of the State of Virginia, it is ordered that They do appear here within fifteen days
after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further
ordered that a copy hereof be published once a week for four weeks in the Big Stone Gap Post
and that a copy be posted at the front door of the court-house of this county on the first day of the next term of the
county court.

A copy—Teste:

Pridemore & Sewell P. Q.

A. B. Munsey Clerk.

H. L. Richmond et al

AGAINST } ORDER
OF
PUBLICATION.

S. Bailey & Co

Pridemore & Sewell

P. Q.

A. B. Munsey Clerk of the
Circuit Court for See County
do hereby certify that I
posted a copy of the within
Order of Publication at
the front door of the Court
house on the 1st day of
the January term 1898.
Given under my hand
this the 9th day of Feb'y
1898 A. B. Munsey clk

VIRGINIA:--In the Clerk's Office of the Circuit Court of the County of Lee
on the 13th day of December 1897.

H. C. L. Richmond Plaintiff
Against

S. Bailey and W. T. Shepperson lumbermen doing
business under the firm name of S. Bailey & Co Defendant

The object of this suit is to have the saw mill engine and boiler
and fixtures and the timber in the bill mentioned
attached held liable for and sold to pay the ^{Property} claim
of \$200.00

And an affidavit having been made and filed that the defendant S. ~~B.~~ Bailey and W. T.
Shepperson

are not resident S of the State of Virginia, it is ordered that they do appear here within fifteen days
after due publication hereof. and do what may be necessary to protect their interest in this suit. And it is further
ordered that a copy hereof be published once a week for four weeks in the Big Stone Gap Post
and that a copy be posted at the front door of the court-house of this county on the first day of the next term of the
county court.

A copy—Teste:

Pridemore & Sewell P. O.

A. B. Munsey Clerk.

H. L. Richmond

AGAINST } ORDER
OF
PUBLICATION.

S. Bailey & Co

Pridemore & Sewell

P. Q.

I A. B. Munsey Clerk of the
Circuit Court of Lee County
do hereby Certify that I
posted a copy of the within
Order of Publication at
the front door of the Court
house of Lee County on the
the 1st day of the January
term of the County Court 1898
Given under my hand
this the 9th day of Feby 1898
A. B. Munsey Clerk

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *S. Bailey & W. T. Shepperson*
Lumbermen doing business under the firm name
of S. Bailey & Co.

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *3rd* Monday in *December*, 1897, to
answer a bill in Chancery, exhibited against *them* in our said court by
H. L. Richmond

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the
court-house, the *6th* day of *December* 1897, and in the *122nd*
year of the Commonwealth.

A. B. Munsey Clerk.

The necessary bond and affidavit having been made and filed the officer executing this subpoena will attach on one saw mill & fixtures Engine boiler & fixtures the property of S Bailey & Co situated in Lee County on the lands of C. A. Bales on Martins Creek. Also all the timber standing & lying on the following tract of land, all that certain tract or parcel of land lying in the County of Lee and State of Virginia between Chadwells & Fulkersons Gap on Cumberland Mountain. Beginning at a Chestnut on the top of a spur S.E. Corner of M.S. Ball's tract in Fields line thence S 88° E 22 poles to a stake on a spur N 59° E 408 poles to two Chestnuts by a large Rock N 64° E 161 poles to a stake by a large Rock on center of a spur line claimed by Ball & Gibson N 22° W 7 poles to a small black oak N 58 1/2° W 17 poles to a poplar N 22° W 5 1/2 poles to a small Chestnut N 42 1/2° W 19 poles to a large Chestnut N 23° W 11 poles to a large poplar N 34° W 23 poles to a locust on a steep bench N 12° W 34 poles to the top of the mountain thence with State line S 76° W 584 poles to a stake corner to M.S. Ball's thence south with Ball's line 221 poles to the beginning. Containing 716 acres being the timber or so much thereof as remains as conveyed to Samuel Bailey by Archelaus P. Willits by a agreement dated the 31st day of August 1894. and recorded in deed book 31 Pages 18 & 19 in the County Court Clerk's office & the property of S Bailey & Co. and such of the said S Bailey & Co. as of your hands to secure the same that it may be forthcoming and liable for further proceeding to be had therein before the Judge of our said Circuit Court on the first day of next term. Given under my hand this the 6th day of December 1897. Teste A. B. Munsey Clerk

Circuit Court.

Rules,

Richmond & Howell P. 9.

S Bailey & Co

US. SUBPENA IN CHANCERY.

H. S. Richmond

Not executed on S. Bailey or W. J. Shepperson they not being found & being non-residents of the State of Virginia, but executed by leaving the attachment on the following property found in Lee County, Va. and belonging to S. Bailey & Co. viz. one saw mill & fixtures Engine boiler & fixtures situated in Lee County on the lands of C. A. Bales on Martins Creek, also on all the timber standing & lying on the following tract of land viz. all that certain tract or parcel of land lying in Lee County, Va. between Chadwells & Fulkersons Gap on Cumberland Mountain. Beginning at a Chestnut on the top of a spur S.E. Corner of M.S. Ball's tract in Fields line thence S 88° E 22 poles to a stake on a spur N 59° E 408 poles to two Chestnuts by a large Rock N 64° E 161 poles to a stake by a large Rock on center of a spur line claimed by Ball & Gibson N 22° W 7 poles to a small black oak N 58 1/2° W 17 poles to a poplar N 22° W 5 1/2 poles to a small Chestnut N 42 1/2° W 19 poles to a large Chestnut N 23° W 11 poles to a large poplar N 34° W 23 poles to a locust on a steep bench N 12° W 34 poles to the top of the mountain thence with State line S 76° W 584 poles to a stake corner to M.S. Ball's thence south with Ball's line 221 poles to the beginning, containing 716 acres being the timber or so much thereof as remains as conveyed or sold to Samuel Bailey by Archelaus P. Willits by an agreement date Aug. 31, 1894 & recorded in deed book 31 pages 18 & 19 in the County Court Clerk's office. This 7 day of Decr 1897

X N. S. Jennings D. S.
For W. P. Whitman Sheriff Lee Co Va

The Commonwealth of Virginia,

To the Sheriff of the County of Lee Greeting;

We command you to summon *S. Bailey & W. T. Shepperson*
lumberman doing business under the firm name
of S. Bailey & Co.

to appear at the Clerk's office of our Circuit Court of the County of Lee at the court-house thereof, at the
Rules to be holden for said court, on the *3rd* Monday in *December*, 189*7*, to answer
a bill in Chancery, exhibited against *them* in our court by *H. C. S.*

Richmond

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the *6th* day of

December 189*7*, and in the 12^{*nd*} year of the Commonwealth.

A copy—Teste:

A. B. Munsey Clerk.

Clerk,

The necessary bond and affidavit have been made and filed
 the officer executing this subpoena will attach on one saw mill &
 fixtures Engine & Boiler & fixtures the property of S Bailey & Co
 Situated in Lee County on the lands of L. A. Bales on Martins
 Creek. Also all the timber standing and lying on the follow-
 ing tract of land, all that certain tract or parcel of land lying in the
 County of Lee State of Virginia between Chadwells & Fulkersons Gap
 on Cumberland Mountain, beginning at a Chestnut on the top of a
 spur, S. E. Corner of M. S. Ball's tract in field line thence S 88° E 122
 poles, to a stake on spur, N 57° E 408 poles to two Chestnuts by a large Rock
 by Ball & Gibson, N 22° W 7 poles to a small black oak, N 88° E 17 poles
 to a Poplar, N 22° W 5 1/2 poles to a small Chestnut, N 42° W 19 poles to a
 large Chestnut, N 23° W 1/4 poles to a large Poplar, N 34° W 23 poles to a stump on
 a steep bench, N 12° W 34 poles to top of the mountain thence a line
 S 76° W 584 poles to a stake corner to M. S. Ball,
 thence South with Ball's line 221 poles
 to the beginning, containing 716 acres
 being the timber or so much thereof
 as remains as is conveyed to Samuel
 Bailey By Archelaus Willets, by a
 agreement dated the 21st day of Aug 1894
 and recorded in deed book 31 Page 10
 18 & 19, in the County Court Clerk's office
 and such estate of the said S Bailey & Co
 in your hands to secure the sum that
 it may be forthcoming and liable for
 further proceeding to be had thereon before
 the Judge or said Circuit Court on the
 first day of the next term,
 Given under my hand this the 6th day
 of December 1897.

CIRCUIT COURT.

Rules.

P. O.

vs. {
 SUBPENA
 IN CHANCERY.

The property of S Bailey & Co

Teste; N. S. Munsey Clerk

Executed by levying
 on the above property of
 S Bailey & Co this 7th
 day December 1897.
 X N. S. Juvings S. J.
 For W. P. Minton Sheriff
 of Lee Co Va

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *S. Bailey & W. T. Shepperson*
lumbermen doing business under the firm name
of S. Bailey & Co

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *3rd* Monday in *December*, 189*7*, to
answer a bill in Chancery, exhibited against *them* in our said court by
H. C. T. Richmond and Hattie A. Fulkerson

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the
court-house, the *6th* day of *December* 189*7*, and in the *122nd*
year of the Commonwealth.

A. B. Munsey

Clerk.

A Copy

Teste A. B. Munsey Clerk

The necessary bond and affidavit having been made and filed the officer executing this spa, will attach on one saw mill fixtures Engine boiler & fixtures the property of S Bailey & Co situated on the lands of C A Bailey on Martins Creek. Also all the timber standing & lying on the following tract of land, all that certain tract or parcel of land lying in the County of Lee and State of Virginia between Chadwells and Pulgersons Gap on Cumberland Mountain. Beginning at a Chestnut on top of a spur S.E. Corner of M S Ball's tract in Fields line thence S 88° E 22 poles to a stake on a spur N 59° E 408 poles to two Chestnuts by a large rock S 64° E 161 poles to a stake by a large rock on center of a spur line claimed by Ball & Gibson N 22° W 7 poles to a small black oak N 58½° W 17 poles to a poplar N 20° W 5½ poles to a small Chestnut N 42½° W 19 poles to a large Chestnut N 23° W 11 poles to a large poplar N 34° W 23 poles to a locust on a steep bench N 12° W 34 poles to the top of the mountain thence with State line S 76° W 584 poles to M S Ball's thence south Ball's line 221 poles to the beginning containing 716 acres being the timber or so much thereof as remains as conveyed to Samuel Bailey by Archelaus P. Millitt by agreement dated the 31st day of Aug. 1894, and recorded in deed book 31 Pages 18519 in the County Court Clerk's office & the property of S Bailey & Co and such of the estate of S Bailey & Co in your hands to secure the same that it may be forthcoming and liable for further proceeding to be had therein before the Judge of our said Circuit Court on the first day of the next term.

Given under my hand this the 6th day of December 1897

Leite A. B. Munsey Clerk

Not executed on S Bailey or W. J. Shepperson they not being found and being nonresidents of the State of Virginia, on 7th day Decr 1897, but executed by leaving the above attachments on the following property found in Lee Co Va and below, viz. one saw mill and fixtures. Engine boiler and fixtures - situated in Lee Co on the land of C A Bailey on Martins Creek also on all the timber standing and lying on the following tract of land - viz. all that certain tract or parcel of land lying in Lee Co Va between Chadwells & Pulgersons Gap on Cumberland Mountain beginning at a Chestnut on the top of a spur S.E. Corner of M S Ball's tract in the Fields line thence S

SUBPENA IN CHANCERY.	US.	p. q.	Rules, Circuit Court.	To

E 22 poles to a stake on a spur N 59° E 408 poles to two Chestnuts by a large rock N 64° E 161 poles to a stake by a large rock on center of a spur line claimed by Ball & Gibson N 22° W 7 poles to a small black oak N 58½° W 17 poles to a poplar N 20° W 5½ poles to a small Chestnut N 42½° W 19 poles to a large Chestnut N 23° W 11 poles to a large poplar N 34° W 23 poles to a locust on

a steep bank N 12° W 34 poles to the top of the mountain thence with State line S 76° W 584 poles to a stake corner to M S Ball's thence S with Ball's line 221 poles to the beginning containing 716 acres being the timber or so much thereof as remains or conveyed or sold to Samuel Bailey by Archelaus Millitt by an agreement date Aug 31-1894 and recorded in deed book 31 pages 18519 in the County Court Clerk's office This 7th day December 1897

N. S. Jamming S. S.

For W. P. Milton Sheriff Lee Co Va

The Commonwealth of Virginia,

To the Sheriff of the County of Lee Greeting:

We command you to summon S. Bailey & W. T. Shepperson
lumbermen doing business under the firm name
of S. Bailey & Co.
to appear at the Clerk's office of our Circuit Court of the County of Lee. at the court-house thereof, at the
Rules to be holden for said court, on the 3rd Monday in December, 1897, to answer
a bill in Chancery, exhibited against Them in our court by H. L. T.
Richmond and Hattie A. Fulkerson

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the 6th day of
December 1897, and in the 122nd year of the Commonwealth.

A copy—Teste:

A. B. Munsey Clerk.
A. B. Munsey Clerk,

The necessary bond and affidavit having been made and filed the officer executing this subpoena will attach on one Saw mill & fixtures engine boiler & fixtures the property of S Bailey Situated in Lee County on the lands of L. A. Bates on Martins Creek, also all the timber standing and lying on the following tract of land, all that certain tract of parcel of land lying in the County of Lee State of Virginia between Lehadwells & Fulkersons Gap on Cumberland Mountains. Beginning at a chestnut on the top of a spur. S. E. Corner of M. S. Ball's tract in Field's line. thence S 88° E 122 poles to a stake on a spur. N 59° E 408 poles to two chestnuts by a large Rock. N 64° E 161 poles to a stake by a large Rock on Center of spur line claimed by Ball & Gibson N 22° W 4 poles to a small black oak. N 58 1/2° W 7 poles to a poplar. N 20° W 5 1/2 poles to a small Chestnut. N 42 1/2° W 19 poles to a steep bench. N 12° W 11 to top of the mountain thence with State line S 76° W 584 poles to a stake corner to M. S. Ball's land thence with Ball's line 221 poles to the beginning. Containing 716 acres being the timber or so much thereof as remaining as is conveyed to Samuel Bailey by Archelaus P. Willits by agreement dated the 31st day of Aug 1894, and recorded in deed Book 31 Pages 18 & 19 in the County Court Clerks office. the property of S. Bailey & Co and such estate of the said S. Bailey & Co in your hands to secure the same that it may be forthcoming and liable for further proceeding to be had therein before the Judge of our said Circuit Court on the first day of the next term.

Given under my hand this 6th day of December 1897

Leah: A. B. Munsey Clerk

Executed by laying on the above property of S Bailey & Co this 7th day December 1897

N. S. Jennings S. J.

W. D. Milton Sheriff
Lee Co Va

SUBPENA
vs. { IN CHANCERY.

P. Q.

Rules.

CIRCUIT COURT.

TO

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *S. Bailey & W. T. Shepperson*
lumberman doing business under the firm name of
S. Bailey & Co.

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *3rd* Monday in *December*, 189*7*, to
answer a bill in Chancery, exhibited against *them* in our said court by
H. C. L. Richmond and Hattie A. Fulkerson

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the
court-house, the *6th* day of *December*, 189*7*, and in the *122nd*
year of the Commonwealth.

A. B. Munsey Clerk.

The necessary Bond and affidavit having been made and filed the officer executing this subpoena will attach on one saw mill & fixtures engine boiler & fixtures the property of S Bailey & Co situated on the lands of C A Bales on Martins Creek, also all the timber standing & lying on the following tract of land all that certain tract or parcel of land lying in the County of Lee and State of Virginia, between Chadwell and Duckenon Gap on Cumberland Mountain. Beginning at Chestnut on top of Spur. S.E. Corner of M S Ball's tract in Fields line thence S 88° E 22 poles to a stake on a spur N 59° E 408 poles to two Chestnuts by a large rock. S 64° E 161 poles to a stake by a large rock on center of a spur line claimed by Ball & Gibson N 22° W 7 poles to a small black oak. N 58 1/2° W 17 poles to a poplar N 20° W 5 1/2 poles to a small chestnut N 42 1/2° W 19 poles to a large Chestnut N 23° W 11 poles to a large poplar. N 34° W 23 poles a locust on a steep bench N 12° W 34 poles to the top of the mountain, thence with State line S 76° W 584 poles to M S Ball's thence South with Ball's line 221 poles to the beginning containing 716 acres being the timber or so much thereof as remains, as conveyed to Samuel Bailey by Archelaus P Mills by agreement dated the 31st day of Aug 1894 and recorded in deed Book 31 pages 18 & 19 in the County Court Clerk's office & the property S Bailey & Co and such of the S Bailey & Co in your hands. To Secure the same that it may be forthcoming and liable for further proceeding to be had therein before the Judge of our said Court on the first day of the next term. Given under my hand this 6th day of December 1897

Teste A B Munsey Clerk

Not executed on S Bailey and W. T. Shepperson
 They not being found and being non residents of the State of Virginia, but executed by levying on above attachment on the following property found in Lee County Virginia and belonging to S Bailey & Co viz. one saw mill, and fixtures - Engine - boiler and fixtures situated in Lee Co on the land of C A Bales on Martins Creek also on all the timber standing and

			p. q.	Rules,
				Circuit Court.
				To

SUBPOENA
IN CHANCERY.

US.

Circuit Court.

lying on the following tract of land, viz - all that certain tract or parcel of land lying in Lee Co Va between Chadwell & Duckenon Gap on Cumberland Mountain. Beginning at a Chestnut on the top of a spur S.E. Corner of M S Ball's tract, in Fields line, 88° E. 22 poles to a stake on a spur N 59° East 408 poles to two Chestnuts by a large rock. N. 64° E 161 poles to a stake by a large rock on center of a spur line claimed by

Ball and Gibson. N 22° W 7 poles to a small black oak N. 58 1/2° W 17 poles to a poplar N 22° W 5 1/2 poles to a small Chestnut N 42 1/2° W 19 poles to a large Chestnut N 23° W 11 poles to a large poplar N 34° W 23 to a locust on a bank N 12° W 34 poles to the top of the mountain thence with State line S 76° W 584 to a stake corner of M S Ball's thence S. with Ball's line 221 poles to the beginning containing 716 acres being the timber or so much thereof as remains, as conveyed or sold to Samuel Bailey by Archelaus Mills by an agreement date Aug 31 1894 and recorded in deed Book 31 pages 18 & 19 - in the County Court Clerk's office. This 7th day of December 1897

N. S. Jennings D.S.
 For W. P. Milton Sheriff. Lee Co Va

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *S Bailey & W. T. Shepperson*
lumbermen doing business under the firm name
of S Bailey & Co

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *3rd* Monday in *December*, 1897, to
answer a bill in Chancery, exhibited against *them* in our said court by
H. C. Richmond and Hattie A. Fulkerson

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the
court-house, the *6th* day of *December* 1897, and in the *122nd*
year of the Commonwealth.

A Copy

A. B. Munsey Clerk.

Teste A. B. Munsey Clerk

The necessary bond and affidavit having been made and filed the officer executing this writ will attach on one saw mill & fixtures engine boiler & fixtures the property of S Bailey & Co situated on the lands of C.A. Bales on Martins Creek. Also all the timber standing lying on the following tract of land, all that certain tract or parcel of land lying in the County of Lee and State of Virginia, between Chadwell & Fulkersons Gap on Cumberland Mountain. Beginning at a Chestnut on top of a Spur S.E. Corner to MS Balls tract in field line thence S 88° 22' poles to a stake on a spur, N 59° E 408 poles to two Chestnuts by a large Rock S 64° E 161 poles to a stake by a large Rock on center of a Spur line claimed by Ball & Gibson N 22° W 7 poles to a small black oak N 58 1/2° W 17 poles to a poplar N 20° W 5 1/2 poles to a small chestnut N 42 1/2° W 19 poles to a large Chestnut N 23° W 11 poles to a large poplar N 34° W 23 poles to a locust on a steep bank N 12° W 34 poles to the top of the mountain thence with state line S 76° W 584 poles to M.S. Balls thence South with Balls line 221 poles to the beginning containing 716 acres being the timber or so much thereof as remains, as conveyed to Samuel Bailey by Archelous P. Hillis by agreement dated 31st day of Aug 1894, and recorded in deed Book 31 Page 18519 in the County Court Clerks office & the property of S Bailey & Co and of the S Bailey & Co in your hands to secure the same that it may be forthcoming and liable for further proceeding to be had therein before the Judge of our said Circuit Court on the first day of the next term.

Given under my hand this the 6th day of December 1897
 Not executed on S. Bailey or W. J. Shepperson they not being found and being non residents of the State of Virginia on 7th day December 1897, but executed by serving the above attachment on the following property found in Lee County Va and belonging to S Bailey & Co viz - one saw mill and fixtures engine boiler and fixtures, situated on Lee Co on the land of C.A. Bales on Martins Creek also on all the timber standing and lying on the following tract of land viz, all that certain tract or parcel of land lying in Lee Co Va between Chadwell and Fulkersons Gap on Cumberland Mountain

H.C. J. Richmond & others

SUBPOENA
IN CHANCERY.

vs.

S Bailey & Co

Prichard & Sewell p. q.

To 2nd December 1897 Rules, Circuit Court

or parcel of land lying in Lee Co Va between Chadwell and Fulkersons Gap on Cumberland Mountain Beginning at a Chestnut on the top of a Spur S.E. Corner of MS Balls tract in field line thence S 88° E 22 poles to a stake on a spur N 59° E 408 poles to two Chestnuts by a large Rock N 64° E 161 poles to a stake by a large Rock on center of a Spur line claimed by Ball & Gibson N 22° W 7 poles to a small black oak

N 58 1/2° W 19 poles to a poplar N 22° W 5 1/2 poles to a small Chestnut N 42 1/2° W 19 poles to a large Chestnut N 23° W 11 poles to a large poplar N 34° W 23 to a locust on a steep bank N 12° W 34 poles to the top of the Mountain thence with state line S 76° W 584 poles to a state Corner to M.S. Balls thence South with Balls line 221 poles to the beginning containing 716 acres being the timber or so much thereof as remains, as conveyed or sold to Samuel Bailey by Archelous Hillis by an agreement dated Aug 31-1894 and recorded in Deed Book 31. pages 18519 with County Court Clerks Office this 7th day December 1897

S.S.
 For W.P. Milton Sheriff Lee Co Va
 N.S. Jennings

Order of Publication Certificate.

H C T Richmond Ppft.

vs.

S Bailey and W T Shepperson Dfts

Publisher's fixed rate of charges: 5 cents per line for each insertion.

Amount of this order \$ *6 00*

Paid by

H C T Richmond

VIRGINIA:—In the Clerk's Office of the Circuit Court of the County of Lee on the 13th day of December, 1897.

H. C. T. Richmond, Plaintiff, against S. Bailey and W. T. Shepperson, lumbermen, doing business under the firm name of S. Bailey & Co., Defendants. } In Ch'y.

The object of this suit is to have the saw-mill engine, boiler and fixtures and the timber in the bill mentioned, attached, held liable for and sold to pay the plaintiff's claim of \$200.00. And an affidavit having been made and filed that the defendants, S. Bailey and W. T. Shepperson, are not residents of the State of Virginia, it is ordered that they do appear here with in fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the Big Stone Gap Post and that a copy be posted at the front door of the courthouse of this county on the first day of the next term of the county court.

A copy: Teste:

A. B. MUNSEY, Clerk.

PRIDEMORE & SEWELL, p. q.

Jan 6 1-4

I, GILBERT N. KNIGHT, editor and publisher of the Big Stone Gap Post, a weekly newspaper published in the town of Big Stone Gap, Wise County, Virginia, do certify that the foregoing Order of Publication was duly published in the said newspaper for four consecutive weeks, commencing on the *6th* day of *January*, 189*8*.

Gilbert N. Knight
Editor The Big Stone Gap Post.

Clerk's Office Circuit Court for Wise County, Va.

I, _____, Clerk of the Circuit Court for Wise County, Virginia, hereby certify that I, on the first day of the County Court of Wise county at the _____ term 189 _____ therefore, posted a copy of the foregoing Order of Publication at the front door of the court- house of the said county. Given under my hand, this _____ day of _____ 189.

Clerk Wise County Circuit Court.

Order of
PUBLICATION
Certificate.

H. C. Richmond Plff

vs.

St. Bailey & W. J. Apperson Defs

Publisher's Fee \$ *6.00*

Paid by *H. C. Richmond*

Order of Publication Certificate.

*H. C. T. Richmond and
Hattie A. Fulkerson Plffs*
vs.
S. Bailey and W. T. Shepperson Dfts

Publisher's fixed rate of
charges: 5 cents per line for
each insertion.

Amount of this order \$ *6 20*

Paid by *H. C. T. Richmond*

VIRGINIA:—In the Clerk's Office of the
Circuit Court of the County of Lee on the
13th day of December, 1897.
H. C. T. Richmond and Hattie
A. Fulkerson, Plaintiffs,
against
S. Bailey and W. T. Shepperson,
lumbermen, doing business un-
der the firm name of S. Bailey
& Co., Defendants.

In Ch'y.

The object of this suit is to have the
saw-mill, engine, boiler and fixtures and
the timber in the bill mentioned attached,
and held liable for, and sold to pay the
plaintiffs' claim of \$800.00. And an
affidavit having been made and filed that
the defendants, S. Bailey and W. T.
Shepperson, are not residents of the State
of Virginia, it is ordered that they do
appear here within fifteen days after due
publication hereof, and do what may be
necessary to protect their interest in this
suit. And it is further ordered that a
copy hereof be published once a week for
four weeks in the Big Stone Gap Post and
that a copy be posted at the front door of
the court house of this county on the first
day of the next term of the county court.

A copy: Teste:

A. B. MUNSEY, Clerk.

PRIDEMORE & SEWELL, p. q.

Jan 6 1-4

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of the court- house of the said county. Given under my hand, this _____ day of _____
189.

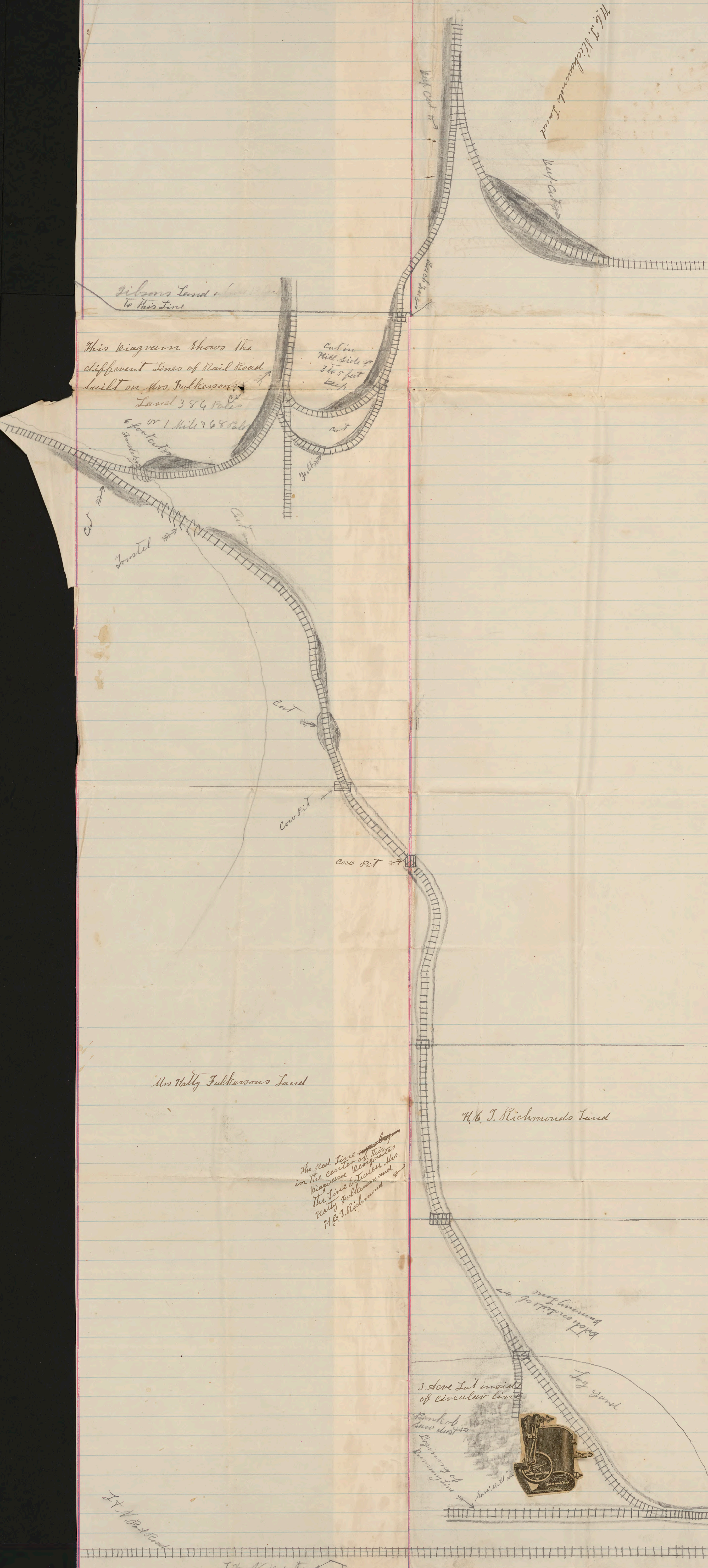
Clerk Wise County Circuit Court.

Order of
PUBLICATION
Certificate.

*N C Richmond and Natty a
Duckerson. Plt.*
vs. *A Buley and W J Suppession
Dfts.*

Publisher's Fee \$ *6 20*

Paid by *N C Richmond*



This Diagram shows the
different Lines of Rail Road
built on Mrs. Fulkerson's
Land 384 Acres

or 1 Mile 968 Poles

Cut on
Mill Side
3 to 5 feet
deep

cut

6 foot cut

Trestle

Cut

Cross Pit

Cross Pit

Mrs. Wally Fulkerson's Land

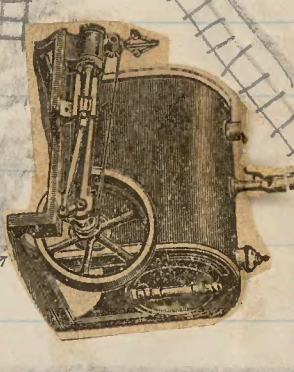
H. & J. Richmond's Land

The real line is in the center of this diagram. Designates the line between Mrs. Wally Fulkerson and H. & J. Richmond

3 Acres Int inside of circular line

Bank of Snow dust

Beginning of Runway line



Log Yard

L. & M. Bank Road

L. & M. Depot

1760
 3
 5280
 2640

Exhibit A. with
 S. E. Thompson's depo.

Exhibit A. to
 deposition of D. E.
 Thompson.

~~Excepted to because~~
~~not evidence.~~

~~G. W. Sweeney.~~

~~Butler & Kelly.~~

~~Orr & Brinkman.~~

~~for a 2nd to.~~